



**REQUEST FOR PROPOSAL (RFP)  
AUDIT SERVICES**

ISSUE DATE: Wednesday, April 8, 2026

RFP NO.: 2026-01

QUESTION DEADLINE: Friday, April 17, 2026, 2:00 PM

PROPOSAL DUE DATE: Wednesday, April 29, 2026, 2:00 PM

DELIVERY ADDRESS: Grace Mawyer, Director of Finance & HR  
Nelson County Finance Office  
84 Courthouse Square  
Lovingson, VA 22949

OR

Commonwealth's eProcurement website  
[www.eva.virginia.gov](http://www.eva.virginia.gov)

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**I. PURPOSE**

The County is soliciting sealed proposals from qualified certified public accounting firms to perform a financial and compliance audit for the fiscal year ending June 30, 2026, with the option to extend for four (4) additional one (1) year periods. These audits shall be performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards issued by the Comptroller General of the United States; Uniform Administrative Requirements, Cost Principles, and the Audit Requirements for Federal Awards, as required by Title 22 U.S. Code of Federal Regulations (CFR) Part 200; and the Specifications for Audits of Counties, Cities and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Statements shall be prepared in accordance with all current Government Accounting Standards Board Statements. The successful offeror, also referred to herein as “Auditor” or “Contractor”, will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein described. The County intends to award a single contract resulting from this RFP. The initial term of the contract shall be for one (1) year. The contract may be renewed for up to four (4) additional one-year renewal periods.

**II. BACKGROUND**

Nelson County is located in central Virginia, approximately midway between Lynchburg and Charlottesville. The County has a total area of 471 square miles and an estimated population of 14,777. Nelson County Public School System consists of one high school, one middle school, and two elementary schools with a total estimated enrollment of 1,362 students. The county remains primarily rural in nature.

The County employs the traditional board form of government with a County Administrator. Policies governing the administration of the County are set by a five member Board of Supervisors elected from five magisterial districts. This body also has responsibility for appointing the County Administrator.

**A. Fund Structure**

The County uses the following fund types and accounting groups in its financial reporting (subject to change annually):

<i>Individual Fund Type/Account Group</i>	<i>Total Number of Funds</i>	<i>Legally Adopted Budgets</i>
General Fund	3	1
Enterprise Funds	2	1

**B. Budgetary Basis of Accounting**

The County prepares its budget on a basis that is consistent with Generally Accepted Accounting Principles (GAAP). The County prepares an operating budget for both the General Fund and the Enterprise Funds. Enterprise Funds include the Piney River

Water and Sewer Fund and the Nelson County Broadband Authority.

**C. Federal and State Financial Assistance**

During FY2025, and as detailed in the County's Annual Comprehensive Financial Report (ACFR), the County received federal and state assistance from several departments and agencies.

**D. Pension Plan**

The County participates in the Virginia Retirement System, which is a multiple-employer defined benefit plan as well as a hybrid plan. The Virginia Retirement System provides actuarial services for this plan. The County also offers its employees a choice of deferred compensation plans in accordance with Internal Revenue Code 457.

**E. Component Units**

The County has identified the School Board and the Economic Development Authority as discrete component units requiring inclusion in the County's financial statements. The audit of the School Cafeteria Fund and Textbook Purchase Fund shall be considered part of the component unit School Board and included in the audit of the County's financial statements. The audit of the School Activity Funds shall not be included in the audit of the County's financial statements. There are not separately presented financial reports for these component units.

**F. Joint Ventures**

The County does not participate in any joint ventures.

**G. Magnitude of Finance Operations**

The Department of Finance (DOF) is headed by a Director of Finance and Human Resources and three additional employees to support Finance, Procurement, and Human Resource operations.

**H. Computer Systems**

The County uses BAI Municipal Software that runs on an AS400 platform.

### III. STATEMENT OF NEEDS

#### A. Contractor's Qualifications

During the term of this contract, the Auditor must be licensed to perform the audit, as provided in the applicable laws of the Commonwealth of Virginia. The Auditor should also be independent, as defined in the ethical rules of the American Institute of Certified Public Accountants (AICPA). The Auditor must comply with the requirements of qualifications as contained in the Government Auditing Standards issued by the Comptroller General of the United States. The Auditor is required to have significant experience with local governments.

#### B. Contract Deliverables

##### 1. Audited Financial Statements

- a. The audit shall result in the preparation of financial statements from the audited records of the school and county divisions by the Auditors with the Auditors' opinion and notes thereon. The report should be a fair representation of the financial statements in conformity with Generally Accepted Accounting Principles (GAAP) and current Government Accounting Standards Board (GASB) statements.
- b. The audit should include a report on the internal control structure based on the Auditor's understanding of the control structure and assessment of control risk.
- c. The report should include a report on the compliance with requirements applicable to major federal programs and on internal control over compliance in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as required by Title 22 U.S. Code of Federal Regulations (CFR) Part 200. It should also be in accordance with the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-133 Audits of the States, Local Governments, and Non-Profit Organizations.
- d. The audit will include tests of accounting records, a determination of major programs in accordance with Circular A-133, and other procedures necessary to express an opinion and render the required reports. The County is required to submit its Annual Comprehensive Financial Report (ACFR) to the Auditor of Public Accounts (APA) by the following December 15<sup>th</sup>.

- e. Upon completion of the audit and the preparation of the ACFR, the Auditor must present a summary report to the local governing body at a public session as required by Section 15.2-2511 of the Code of Virginia.
2. Prepare the APA Comparative Report

Prepare the County's Comparative Report Transmittal Forms on behalf of the County in compliance with the requirements of the Uniform Financial Reporting Manual (UFRM). The County is required to submit its Comparative Report Transmittal Forms to the APA by December 15<sup>th</sup>.
  3. Prepare the Schedule of Expenditures of Federal Awards and Data Collection Form (Federal Grants Audit)
    - a. In connection with the audit of the financial statements, the Auditor must perform tests and report on compliance in accordance with the Government Auditing Standards ("Yellow Book") issued by the Comptroller General of the United States and in accordance with the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia.
    - b. The Auditor must prepare the Schedule of Expenditures of Federal Awards for the primary government and presented component units and the Data Collection Form required by OMB Circular A-133 by December 15<sup>th</sup> for submission by the County to the Federal Audit Clearinghouse as part of its Reporting Package.
  4. Internal Controls
    - a. In connection with the audit of the financial statements, the Auditor must consider, test, and report on internal controls in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, OMB Audits of Counties, Cities and Towns.
    - b. Non-reportable conditions discovered by the Auditors must be reported in a separate letter to management, which will be referred to in the report on internal controls.
  5. Compliance Auditing

In connection with the audit of the financial statements, the Auditor must perform, test, and report on compliance in accordance with Government Auditing Standards, OMB Circular A-133, Audits of State and Local Governments, and the Specifications for Audits of Counties, Cities and Towns.

6. Compliance Letters

Provide services as necessary to issue compliance letters to various outside agencies as required.

7. Supplemental Schedules and Statistical Schedules

The Auditor must provide an “in-relation-to” opinion on the supporting schedules. This opinion is based on the audit procedures applied during the audit of the general-purpose financial statements, the combining and individual fund Treasurer’s accountability reports, the analysis of funding progress for pension plans, Budgetary Comparison Schedules, and Management’s Discussion and Analysis.

8. Utility Enterprise Fund

The County will provide records for the proprietary/enterprise funds. The proprietary/enterprise funds are part of the County’s ACFR, and they should be audited in accordance with Government Auditing Standards and Specifications for Authorities.

9. Internal Controls and Management Recommendation Letters

The Auditor must issue a report on internal controls for the County containing recommendations to strengthen internal controls should such be necessary. The Auditor must issue a report to management about any minor internal control issues or recommendations to improve procedures.

10. Annual Meeting and Preliminary Fieldwork – New Financial Reporting Standards and Audit Findings

- a. The Auditor must meet with the County annually in late winter or early spring to plan for the upcoming year-end audit and ACFR presentation. The Auditor must provide the County with a formal presentation of the financial reporting standards and the specific impact on the County. The Auditor should specifically address any new Government Accounting Standards Board (GASB) statements and any applicable Financial Accounting Standards Board (FASB) statements.

- b. The Auditor must inform the Board of Supervisors of any difficulties encountered in performing the audit and significant audit adjustments.

11. Board of Supervisors Meeting

Before December 15<sup>th</sup> of each year, the Auditor must attend a Board of Supervisors Meeting to present the results of the audit.

12. Additional Meetings

In addition to the Annual Preliminary Meeting and the Board of Supervisors Meeting, the Auditor must meet with the County Administrator and Director of Finance at the end of the fieldwork. The purpose of these meetings is to keep the County fully informed on the scope and progress of the audit.

13. Technical Assistance

During the contract period, the Auditor should provide assistance, advice, and recommendations regarding new or unusual accounting procedures. This assistance will be provided in a timely matter and will generally be requested on an informal/infrequent basis as the need arises.

14. Required Reports

- a. The Auditor will be required to issue a report on the fair presentation of the Basic Financial Statements as presented in the County's ACFR in conformity with Generally Accepted Accounting Principles (GAAP).
- b. The Auditor will be responsible for performing certain limited procedures involving the Management's Discussion and Analysis (MD&A) and the Required Supplementary Information (RSI) required by GASB as mandated by Generally Accepted Accounting Standards (GAAS).
- c. The Auditor will be required to issue a report on the fair presentation of the Basic Financial Statements in conformity with GAAP and an "in-relation-to" opinion on the Schedule of Expenditure of Federal Awards.
- d. The Auditor will be required to issue a report on the Internal Control over Financial Reporting Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards. This report must describe the scope of testing of internal controls, the results of the tests, and where applicable, refer to the separate Schedule of Findings and Questioned Costs.
- e. The Auditor will be required to issue a report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133. This report must include compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material adverse effect on the financial statements. This report must also include an opinion as to whether the County complied with laws, regulations, and the provisions

of contracts or grant agreements that could have a direct and material effect on each major grant program and, where applicable, refer to the separate Schedule of Findings and Questioned Costs.

- f. The Auditor will be required to issue a report on compliance with the general requirements applicable to federal assistance programs. The Auditor must 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.
- g. The Auditor will be required to issue a report on compliance with the requirements applicable to non-major federal assistance programs, if the Auditor selected non-major program transactions during the audit. The Auditor must communicate all instances of noncompliance with the requirements governing non-major 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 must reference the Schedule in its report on compliance.
- h. The Auditor is required to issue a Schedule of Finding and Questioned Costs prepared in accordance with the requirements of OMB Circular A-133.
- i. The Auditor is required to issue a “Management Letter” addressed to the Board of Supervisors and must state the existence or non-existence of situations that lack the significance to be designated as reportable conditions as well as opportunities to increase revenues, decrease costs, improve efficiency, improve management information, etc.
- j. The Auditor is required to provide the County Administrator with the initial drafts of all findings at the conclusion of the interim fieldwork phase of the audit performed before the fiscal year end being audited, no later than June 30<sup>th</sup>. Final drafts of the findings shall be provided to the County Administrator and Director of Finance at the conclusion of the audit fieldwork, no later than November 1<sup>st</sup>. The letters must be issued in final form no later than December 1<sup>st</sup>.

15. Report Preparation and Presentation

- a. The Auditor is responsible for ACFR preparation, editing and printing. The Auditor must furnish the audit opinion and required compliance reports necessary to produce the ACFR.
- b. The Auditor must provide the County with fifteen (15) paper copies of the ACFR.
- c. The Auditor must present the ACFR to the County at a public session as required by Section 15.2-2511 of the Code of Virginia.

16. Submission of Report to the APA

The Auditor is responsible for submitting copies of the ACFR to the Auditor of Public Accounts by December 15<sup>th</sup> of each year in accordance with Section 15.2-2511 of the Code of Virginia.

17. Submission of Transmittal Forms to the APA

The Auditor must submit one (1) copy of the Comparative Report Transmittal Forms, including its own report therein, to the Auditor of Public Accounts by December 15<sup>th</sup>, following the end of each fiscal year. The Auditor must prepare the Comparative Report Transmittal Forms for accuracy and compliance with APA's Uniform Financial Reporting Manual (URFM) by November 30<sup>th</sup> for the County's review. The Auditor must file reports electronically with the APA by the December 15<sup>th</sup> deadline.

18. GASB/FASB Pronouncements

The Auditor is responsible for keeping the County fully informed about new GASB and FASB pronouncements. The Auditor must formally report to the Department of Finance any new financial reporting requirements and the specific impact on the County's financial statements. If the County encounters any difficulties in implementing and complying with the specific reporting requirements mandated by GASB or FASB, the County may request the Auditor's assistance to enable compliance with those reporting requirements.

19. Working Paper Retention and Access

a. All working papers and reports must be retained, at the Auditor's expense, for a minimum of five (5) years, unless notified by the County in writing of its need to extend the retention period. The Auditor is required to make working papers available, upon request, to the following parties or their designee(s):

- State Audit Agencies
- U.S. General Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County as a part of an audit quality review process.
- Auditors of entities of which the County is a sub-recipient of grant funds.

b. In addition, the Auditor must respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers related to matters of continuing accounting significance.

20. Field Audit Schedule Deadlines

a. The Annual Comprehensive Financial Report, together with transmittal Forms, are due to the Auditor of Public Accounts, Commonwealth of Virginia, no later than December 15<sup>th</sup> of each year. The Data Collection Form

(SF-SAC) is due no later than thirty (30) business days after receipt of the ACFR or nine (9) months after the end of the audit period, whichever is earlier.

- b. To meet these mandated reporting deadlines, the County requires the following deadlines of the Auditor.
  - i. An entrance conference for the purpose of discussing prior audit problems, the auditors work plan, prepared-by-client schedules and the interim work to be performed should be scheduled with the County, no later than June 30<sup>th</sup> for the first year of the Contract. An entrance conference will not be held for subsequent years of the contract unless specifically requested by the County or the Auditor.
  - ii. During the course of the audit, the Auditor will meet on an as-needed basis with the County's Director of Finance.
  - iii. The Auditor must provide the County with both a calendar of the scheduled work and a list of required prepared-by-client schedules, system generated reports, and letters necessary for both interim work and final test work no later than May 30 for the first year of the contract, and by May 15<sup>th</sup> for subsequent years.
  - iv. The Auditor must complete all fieldwork no later than October 31<sup>st</sup>.
  - v. The Auditor must provide the County with a draft ACFR by November 10<sup>th</sup>, final review comments by November 20<sup>th</sup> and issue their Auditors' opinions by November 30<sup>th</sup>.
  - vi. The Auditor must provide the APA Transmittal Report and Letter by November 30<sup>th</sup>.
  - vii. The Auditor will present the ACFR and audit findings to the Board of Supervisors at the first Board meeting in December unless otherwise scheduled by the County (usually the second Tuesday in December at 2:00 PM).

## 21. Additional Services

The Auditor must provide additional auditing and/or consulting services as may be required in accordance with the agreed-upon fee schedule. Such services must be provided on an as-needed basis and may include, but not be limited to, spot audits on County or School departments or divisions, audits on vendors or agencies affiliated with the County/Schools or any other related Services.

22. Report on the Census Data Reported to the Virginia Retirement System (VRS)

The Auditor is required to report on this information in accordance with the Specifications for Audits of Counties, Cities, and Towns of the Auditor of Public Accounts, Commonwealth of Virginia

23. Official Statement/Preliminary Official Statement (OS/POS)

The County currently anticipates it will prepare one or more official statement/preliminary official statement (OS/POS) in connection with the sale of debt securities, which will contain the basic financial statements and the Auditor's report therein. The Auditor could be required, if requested by the County, to provide a separate opinion on the basic financial statements to be used with debt offerings (outside the scope of the regular audit). Under normal circumstances, the County prefers to include in the OS/POS the most recently completed, audited, basic financial statements and the Auditor's report thereon without further review of the basic financial statements or the OS/POS by the Auditor. The Auditor will be required to permit this use.

24. Term of Engagement

A one (1) year contract, with the option to renew for four (4) additional one-year periods, subject to the annual review of the County, the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firm), and the annual availability of appropriation.

25. Availability of Prior Audit Reports and Working Papers

Interested offerors who wish to review prior year audit reports, can review the ACFR for the past five fiscal years on the Nelson County website: [Budget and Financial Documents – Nelson County Virginia](#)

26. Assistance to be Provided to the Auditor and Report Preparation

a. Finance Department:

- i. The Department of Finance has the responsibility for maintaining the general accounts of the County and is the central oversight and coordinating agency for the County wide audit of financial statements. The Department of Finance will provide the support necessary for the completion of a successful audit and will complete all the prepared by client work papers for the auditor prior to the start of fieldwork.
- ii. The Department of Finance, in conjunction with IT staff, will be available to provide systems documentation and explanations. The Auditor will be provided with computer time and the use of the County's computer hardware and software for testing purposes if requested. The Auditor will be required to notify the Director of Finance in writing before any system audit is carried out. The Auditor shall furnish the Director of Finance with

an estimate of the usage of computer time needed. Audit jobs and other work to be submitted must conform to the County's established procedures and remote access to County systems must be scheduled in advance and be consistent with IT security requirements.

b. County Departments:

- i. All County departments will assist the Auditor by assembling and making available information pertinent to the examination and by providing knowledgeable personnel to meet with the Auditor to explain department operations.

c. Office Accommodations:

- i. The County will provide the Auditor with reasonable office accommodation. The Auditor will also be provided with access to the internet, telephone lines, and scanning or photocopying equipment. All work conducted on the County's premises shall be accomplished between the County's standard office hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays observed by Nelson County), unless otherwise prearranged. While audit personnel are at the County's sites, they are required to comply with all rules and regulations of the County, including regulations governing conduct with respect to health and safety, not only as they relate to themselves, but also to Nelson County personnel. The Nelson County Personnel Policies and Procedures Manual will be provided to the Auditor.

d. Report Preparation:

- i. The Auditor will be responsible for preparing the final copies of the financial reports. In addition, the Auditor will be responsible for the clerical preparation of the ACFR table of contents, letter of transmittal and all notes to the financial statements.
- ii. A searchable PDF copy of all reports will be provided to the County by the Auditor. The Auditor is responsible for providing printed copies of the Management Report and the Report on the Census of Data.

27. Site Visits

Nelson County reserves the right to make on-site visits to assess the capabilities of individual auditors and to contact references provided with any proposal submitted to the County in response to this RFP.

## IV. PROPOSAL SUBMITTAL INSTRUCTIONS

### A. Submittal Instructions

In order to be considered for selection, Offerors must submit a complete response to this RFP. If not submitting electronically, one (1) original and four (4) copies of each proposal must be submitted to Nelson County. The offeror shall make no other distribution of the proposal. Proposals shall be contained in an envelope addressed:

Nelson County Board of Supervisors  
RFP# 2026-01  
84 Courthouse Square  
P.O. Box 336  
Lovingson, VA 22949

Proposals shall be delivered personally to the office of the Nelson County Board of Supervisors.

As an option, proposals may be submitted electronically, as one (1) pdf attachment, in the Commonwealth of Virginia procurement platform, eVa: [www.eva.virginia.gov](http://www.eva.virginia.gov)

On the eVA website, [www.eva.virginia.gov](http://www.eva.virginia.gov), applicants must login as a vendor using their eVA username and password. Please contact eVA Customer Care for instructions and/or assistance in registering to become a vendor, login, and/or uploading documents. eVA Customer Care:

Hours: 8:00 AM to 4:45 PM, Monday through Friday

Phone Toll Free: 866-289-7367

Email: [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

Offerors assume full responsibility for the electronic delivery of the completed proposal to [www.eva.virginia.gov](http://www.eva.virginia.gov) on or before the deadline for submission. The County is not responsible for any loss or delay with respect to the submission of proposals. Late proposals will **not** be accepted.

All required forms and documentation submitted in response to this RFP must be uploaded as one (1) pdf attachment to eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)). The attachment should use the following naming convention: the RFP number and the name of the bidder (i.e. RFP No. 2026-01 - Your Company's Name).

**NOTE: eVA will not allow an offeror to upload documents after the deadline set for receipt of proposals. Any submission partially uploaded at the deadline date and time will be considered incomplete and will not be accepted. ANY PROPOSAL RECEIVED BY THE COUNTY AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.**

## B. Proposal Format

Offerors shall submit proposals in the following format:

1. Proposals shall include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that offerors deem appropriate.
2. Proposals shall be submitted on 8-1/2" x 11" paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposals shall be signed by the person or persons legally authorized to bind the offeror to a Contract. Electronic signatures will be accepted by the County and submission of a proposal through the eVA website constitutes your representation that your firm authorizes the use of electronic signatures.
4. Proposals shall contain no more than seventy-five (75) pages. All pages in the proposal (i.e. including covers, dividers and tabs, table of contents, executive summary, etc.) will be counted as part of the page count.
5. Each copy of the proposal shall be indexed or contained in one PDF, all pages shall be numbered, and shall be organized in the sequence and format as indicated below:

SECTION 1	<ul style="list-style-type: none"><li>• Table of Contents</li><li>• Executive Summary</li><li>• Statement of Independence</li><li>• Statements of License to Practice in Virginia</li><li>• Offeror Submission Form (Page 38)</li><li>• Acknowledgement of Addenda (Page 39)</li><li>• Proposal Protection Disclosure Form (Page 41)</li><li>• State Corporation Commission Form (Page 42)</li></ul>
SECTION 2	<ul style="list-style-type: none"><li>• Profile and Government Experience of Offeror</li><li>• Qualifications and Government Experience of Assigned Staff</li></ul>
SECTION 3	<ul style="list-style-type: none"><li>• Audit Approach and Work Plan</li><li>• Ability to Meet the County's Time Requirements</li><li>• Commitment to Provide Continuity of Assigned Staff</li></ul>
SECTION 4	<ul style="list-style-type: none"><li>• Reference of Government Clients (Page 40)</li></ul>
SECTION 5	<ul style="list-style-type: none"><li>• Exceptions to the RFP</li></ul>

6. As this is a professional services contract, the County is NOT requesting that offerors provide pricing estimates for auditing services to be submitted with this proposal; however, the County will request non-binding cost estimates under separate cover at a later date.

When requested, the cost estimate shall include an estimated number of hours and hourly rates for all job categories that will be used to accomplish work under this contract. All costs for reimbursable items such as travel, printing and reproduction along with all reimbursable items provided by an outside source such as printing and courier express must be included. If any subcontractors are to be used, no percentage markup of their cost shall be included.

The Auditor's fee must be priced assuming the County will implement any GASB planned reporting changes required over the period of the contract. In proposing fees for the contract period, the offeror should assume the County will continue to grow in size and complexity. If the offeror believes there are extraordinary changes to the County that could require a fee increase, these should be identified. The cost estimate is to include fees for contract year services, Fiscal Year (FY) 2026.

### **C. Proposal Organization**

Offerors are encouraged to be thorough in addressing the Statement of Needs and the Proposal Submittal Instructions as outlined in this RFP. Offerors must fully address each of the following items and submit proposals using the following format:

1. SECTION 1

**Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.

**Independence:** The offeror shall provide an affirmative statement that it is independent of the County as defined by Generally Accepted Auditing Standards and the U.S. General Accounting Office's Government Auditing Standards and the Ethics Rules of the AICPA. The offeror shall also list and describe the offeror's professional relationships involving the County for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

**Statements of Licenses:** The offeror shall provide evidence of licensure to practice public accounting in the State of Virginia and certification of the auditor's meeting certification requirements of the Virginia Auditor of Public Accounts.

**Required Forms:** All completed forms designated in the RFP as required submittals.

2. SECTION 2

**Profile and Government Experience of Offeror:** The proposal shall provide:

- a. The organization and size of the offeror, and whether it is local, regional, national or international in operation;
- b. The size of the offeror's governmental audit staff;
- c. The location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in the engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis;
- d. The description of the range of activities performed by the local office such as audits, accounting, tax services or management services;
- e. A summary of the offeror's staff and management rotation policy and depth of available experience so as to not impair the technical government experience provided to the County;
- f. An outline of the professional development programs provided to and required of governmental audit staff;
- g. The offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. In addition, the offeror shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the offeror during the past three (3) years with state regulatory bodies or professional organizations.

**Qualifications and Government Experience of the Assigned Staff:** Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Provide resumes and information on the specific government auditing experience (e.g. utilities, retirement plans, investments, federal grants etc.) of each

person together with information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

3. SECTION 3

**Audit Approach and Work Plan:** The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference should be made to such sources of information such as the County's ACFR, organizational chart, manuals and programs, and financial and other management information systems. The offeror should clearly distinguish tasks that the Auditor will undertake from those which are the responsibility of the County.

Offerors will be required to provide the following information on their audit approach:

- a. Discussion regarding the overall approach and process in conducting the audit;
- b. Explanation regarding how the offeror would propose using County staff, if at all, to assist during the audit, indicating the approximate time required and/or the types of information or schedules required;
- c. If offeror intends to use computer-assisted audit procedures, the manner in which they will be used and statistical sampling techniques must be provided. Indicate sample size, if possible. Describe the approach to be taken in determining audit samples for the purpose of compliance testing.
- d. The file type and delivery methods of reports that will be requested;
- e. Extent of use of EDP software in the engagement;
- f. Type and extent of analytical procedures to be used in the engagement;
- g. Approach to be taken to gain and document the understanding of the County's internal control structure;
- h. Approach to be taken in determining laws and regulations that are subject to Auditor's test procedures;
- i. Specialized government audit manuals and/or programs utilized;
- j. Discussion on how the audit staff plans to audit computerized systems;
- k. Procedures followed in the technical review of audited financial statements prior to their issuance;
- l. Statement verifying the offeror's understanding of the specific reporting requirements outlined on this engagement; and

- m. Description of any anticipated potential audit problems, the Auditor's approach to resolving these problems and any special assistance that will be requested from the County.

**Ability to Meet the County's Time Requirements:** The offeror shall provide details regarding the proposed work schedule to meet the County's time requirements. Provide time estimates for each significant phase of work and the staff level to be assigned. Individual staff members should be named and their titles provided. Any planned use of specialists should be specified. Also, provide a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations, which will be required from the County, anticipated problem areas, proposed solutions to the problem areas, etc. The offeror should clearly specify who has primary responsibility for each task, the offeror or the County's staff.

**Commitment to Provide Continuity of Assigned Staff:** Please indicate what amount of assurance the offeror can give to the County so that the principal supervisory and management staff will continue for the full duration of the engagement.

#### 4. SECTION 4

**References:** This section of the offeror's proposal must:

- a. List or describe representative clients currently served by the local office focusing on clients similar in size and complexity to the County.
- b. Provide the current name, address, and telephone number of at least five (5) specific local government references the offeror has served either currently or in the past three (3) years; preferably those where one or more of the assigned staff provided the same or similar services as requested herein.
- c. Each reference should indicate the scope of services provided to each referenced client.

#### 5. SECTION 5

**Exceptions to RFP:** Detail any exceptions taken to the Statement of Needs and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

### **D. Proposal Protection**

In accordance with Section VII. TERMS AND CONDITIONS (Item B., 11 and 12), all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. **Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia**

**Freedom of Information Act only under the following circumstances:** (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal with the trade secrets and/or proprietary information redacted. Unless all of these requirements are met, the firm's entire proposal will be available for public inspection.

**IMPORTANT:**

**A FIRM MAY NOT REQUEST THAT ITS ENTIRE PROPOSAL BE TREATED AS A TRADE SECRET OR PROPRIETARY INFORMATION, OR OTHERWISE BE DEEMED CONFIDENTIAL. PURSUANT TO VIRGINIA CODE § 2.2-4342(F), REDACTIONS THAT ATTEMPT TO PROTECT ENTIRE PAGES OF A PROPOSAL AND/OR PRICING ARE NOT ACCEPTABLE. IF A PUBLIC ENTITY IS USED ON THE REFERENCE FORM, THE PUBLIC ENTITY AND ASSOCIATED CONTACT INFORMATION MUST REMAIN UNREDACTED. ADDITIONALLY, ANY REFERENCES TO PUBLICLY-AVAILABLE INFORMATION MUST REMAIN UNREDACTED.**

**THE COUNTY IS NOT BOUND BY THE OFFEROR'S DESIGNATION OF ANY INFORMATION AS A "TRADE SECRET," "PROPRIETARY," OR "CONFIDENTIAL." THE COUNTY WILL MAKE THE FINAL DETERMINATION REGARDING THE CHARACTERIZATION AND EXEMPT STATUS OF ALL INFORMATION. ABSENT A SPECIFIC PROVISION OF LAW THAT ALLOWS INFORMATION TO BE WITHHELD, THE COUNTY WILL DISCLOSE THE INFORMATION REGARDLESS OF ANY SUCH OFFEROR DESIGNATION. AS A COURTESY, THE COUNTY MAY NOTIFY THE OFFEROR OF DESIGNATIONS DEEMED IMPROPER; HOWEVER, THE COUNTY IS UNDER NO OBLIGATION TO DO SO.**

**V. QUESTIONS AND INQUIRIES**

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by the Question Deadline stated on the cover page of this RFP.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the proposal due date. Additional clarifications to any of the RFP requirements will also be in the form of a written addendum. All addenda will be posted on eVa as well as the County's website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents. It is the offeror's responsibility to obtain all addenda from the eVA posting or the County's website: [Requests for Proposals & Invitations to Bid – Nelson County Virginia](#)

## **VI. EVALUATION CRITERIA AND AWARD**

### **A. Evaluation Criteria**

Proposals will be evaluated on the following criteria and weighed accordingly:

1. Qualifications and governmental experience of the offeror - (10%)
2. Qualifications and governmental experience of the assigned staff - (15%)
3. Audit approach and work plan - (35%)
4. Ability to complete audit by required deadlines - (25%)
5. Commitment to provide continuity of audit staff – (15%)

### **B. Selection Process**

The selected committee will be comprised of users and potential users from various County departments. The County Staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate a contract in accordance with the process for competitive negotiation described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for professional services. Based on the Evaluation Criteria listed in Section VI.A, the evaluation committee will determine the highest-ranked offeror. Offerors may be required to make an oral presentation of their proposal. The Evaluation Committee will schedule the time and location for this presentation, if it is necessary. Negotiations will then be conducted with the offeror ranked first. Scope of services, estimated man hours and prices will be discussed at this stage. If these negotiations are unsuccessful, they will be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

The County reserves the right to accept or to reject any or all proposals in whole or in part and to waive informalities in the process of awarding this contract. The County further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the offeror could propose with respect to both price and technical capability.

### **C. Contract Award**

The County intends to award a contract to a qualified offeror authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract shall be at the sole discretion of the County. Award will be made to the offeror whose proposal is determined to be most advantageous to the County, taking into consideration the above criteria.

The contents of the proposal submitted by the successful offeror will become a part of any contract awarded as a result of this RFP. The successful offeror shall be expected to sign a contract with the County. Additional terms and provisions may be included in the contract, a sample copy of which is enclosed in Section VIII.

## VII. TERMS AND CONDITIONS

### A. Special Terms and Conditions

1. **Contract Term:** The initial term of this Contract shall commence on a date that is mutually agreed upon both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, this Contract may be renewed for up to four (4) additional one-year renewal periods.
2. **Renewal of Contract:** This contract may be renewed by the County for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price adjustments may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
  - a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract by more than five percent.
  - b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period by more than five percent.
3. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
4. **State Corporation Commission Identification Number:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's

statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

5. **Continuity of Services:**

- a. The contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**B. General Terms and Conditions**

1. **Proposal Validity:** Offeror agrees that their proposal shall be valid until contract execution.
2. **Late Proposals:** Paper proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Nelson County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Nelson County under said contract.
4. **Competition Intended:** It is the County's intent that this request for proposals permits competition. It shall be the offeror's responsibility to advise the

Procurement Officer in writing if any language, requirements, Statement of Needs, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.

5. **Understanding of the Statement of Needs:** Offerors shall thoroughly examine and be familiar with the County's requirements. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the offeror's intent not to fully comply with the RFP as written.
7. **Inquiries Concerning the RFP:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP and by the specified deadline.
8. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
9. **Costs Incurred in Responding:** This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.
10. **Employment Discrimination Prohibited:** 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 or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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.

11. **Disposition of Proposals:**

All materials submitted in response to this RFP will become the property of the County. One (1) copy of each proposal shall be retained for official files and will become a public record. Unless proposal protection is properly invoked, these records will be available for public inspection after award of the contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the County except as to the disclosure restrictions contained in Section 12. "Trade Secrets and Proprietary Information Disclosure".

12. **Trade Secrets and Proprietary Information Disclosure:**

In compliance with the County's Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.

13. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

14. **License Requirement:** A vendor is not required to have a Nelson County Business License in order to submit a proposal. However, the selected vendor may be required to have a Nelson County Business License before starting work. Please contact the Nelson County Commissioner of the Revenue (434-263-7070) for more information about business licenses. Costs for the business license will be the responsibility of the selected vendor.

15. **Authorization to Conduct Business in the Commonwealth:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the

Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

16. **Safety:** All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation 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.
17. **Termination:** Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

Termination for Cause: – Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the offeror, we reserve 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 commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

18. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.

19. **Modification of the Contract:** This contract may be modified by approved a contract modification or change order signed by both parties in accordance with the VPPA.
20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** In the solicitation or awarding of contracts, no public body shall discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, status as a military family, or any other basis prohibited by state law relating to discrimination in employment.
21. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with 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.

22. **Collusion Among Offerors:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other

person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.

23. **County Employees:** No employee of the County shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of Offerors:** Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
25. **Liability:** The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
26. **Protest Of Award Or Decision To Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
27. **Ethics In Public Contracting:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia shall be applicable to all contracts solicited or entered into by the County. By submitting its proposals, Contractor certifies that its proposals were made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with its proposal, and that it has not conferred upon 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.
28. **Faith-Based Organizations:** Nelson County does not discriminate against faith-based organizations.
29. **Insurance Requirements:** Offeror shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Offeror shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination

with an Umbrella or Excess Policy. Offeror shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, offeror shall also carry other insurance coverage deemed by the County to be appropriate to his agreement.

Offeror shall also protect the County for claims resulting from alleged cyber events. The limits of the liability shall not be less than \$2,000,000 solely contained in a Commercial Policy or in combination with an Umbrella or Excess Policy.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming Nelson County as additional insured on the Commercial General Liability and Automobile coverages shall be furnished to the County; such additional insured coverage shall be primary and non-contributory. A copy of the endorsement to the offeror's policy shall be provided as proof of this requirement. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving thirty (30) days prior written notice of such action to the County.

30. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the County for work performed by the subcontractor under the resulting contract the offeror will:
- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
  - b. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The offeror will pay interest to the subcontractor on all amounts owed by the offeror that remain unpaid after seven days following receipt by the offeror of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.

"Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The offeror will include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

31. **Prime Vendor Responsibilities:** Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.
32. **Purchase Orders:** A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the County's Procurement Officer or designee.
33. **Forced or Indentured Child Labor:** Applicable in all solicitations and contracts over \$10,000:  
During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor. For the purposes of this section, "*forced or indentured child labor*" means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.
34. **Title VI Compliance:** Nelson County, VA, as a recipient of federal funds, complies with Title VI of the Civil Rights Act of 1964 (found at 42 U.S.C. § 2000(d) and the following sections) which prohibits discrimination based on race, color, or national origin.

**VIII. SAMPLE CONTRACT. PROVIDED FOR REFERENCE PURPOSES. THE COUNTY MAY REQUIRE ADDITIONAL PROVISIONS IN ANY FINAL CONTRACT.**

**CONTRACT NO. \_\_\_\_\_  
[SOLICITATION TITLE]**

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the County of Nelson, Virginia (the "County") and \_\_\_\_\_ (the "Contractor") provides:

A. Undertaking. County and Contractor in consideration of their mutual covenants herein agree in respect of the performance of services by Contractor and the payment for those services by County as set forth below. The scope of work (the "Work") for the Contractor will include those items listed in the following exhibits which are attached hereto and incorporated by reference:

Exhibit 1. RFP and Response

Exhibit 2 \_\_\_\_\_

County and Contractor also agree that additional services can be provided by the Contractor to the County for the project as mutually agreed upon by addendum to this Agreement.

B. Contract Price. The County will pay in consideration of the Work as follows:

\_\_\_\_\_  
\_\_\_\_\_

C. Term. The Contractor will begin the Work by \_\_\_\_\_ and complete (if applicable) the Work by \_\_\_\_\_.

D. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

If to the County:

County Administrator  
Post Office Box 336  
Lovingson, Virginia 22949

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Special Provisions. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

COUNTY OF NELSON

By: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Its \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

GENERAL CONDITIONS

1. Debarment Status. By submitting its proposals, Contractor certifies that it is not currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof.

2. Ethics in Public Contracting. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia shall be applicable to all contracts solicited or entered into by the County. By submitting its proposals, Contractor certifies that its proposals were made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with its proposal, and that it has not conferred upon 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.

3. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete, and (v) and shall devote adequate resources to meet its obligations under this Agreement.

4. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such "out-of-pocket" expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

5. Changes to the Agreement: Except as provided in the following sentence, changes to this Agreement must be in writing and signed by the both parties. The County may order changes within the general scope of this Agreement at any time by written notice to the Contractor. Changes within the scope of the Agreement include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings.

6. Termination. The County upon thirty (30) days advance written notice to the Contractor may terminate this Agreement for convenience. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted. Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

7. Default. If the Contractor should refuse or fail to perform the Work in accordance with this Agreement, or, refuse or fail to fulfill any obligation imposed by this Agreement, then the County may terminate the Contractor's right to proceed and, after written notice, may procure services, in whole or in part, from other sources and Contractor shall be responsible for any resulting additional costs to the County. The right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

8. Acceptance. Neither payment, final or otherwise, nor partial or entire use or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

9. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

10. Relationship of Parties. The Contractor's relationship with the County shall at all times be that of an independent contractor. Nothing herein shall be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County.

11. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

12. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless

the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

13. Insurance. If insurance requirements are set forth in the RFP, then such requirements govern. If no such requirements are set forth in the RFP, then the following requirements are applicable:

A. Contractor will carry during the term of this Agreement the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (iii) Workers' Compensation as required by law and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000), and (iv) automobile liability with One Million Dollars (\$1,000,000) combined single limit. Coverage for errors and omissions will be carried if required in the RFP and in the limits provided therein.

B. Each party hereby grants to the other a waiver of any right to subrogation which any insurer of a party may acquire against the other by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether a party has received a waiver of subrogation endorsement from its insurer.

C. Contractor shall immediately notify the County in writing of any material changes or terminations of any of the coverages required in this Agreement. If requested to do so by the County, the Contractor shall provide the County with an Acord certificate of insurance which shall have attached thereto the appropriate endorsement, coverage form, or binder, as the case may be.

14. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of five (5) years from the completion of the Work.

15. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

16. Confidential Information. A. "Confidential Information" means any information of a party that is treated as confidential by that party, including, without limitation, all data, information, files, programs, electronic or digital data or information concerning or pertaining to either party's trade secrets, technology, processes, strategies, business, operations, marketing, finance and accounting, pricing, costs, expenses, bids and proposals, clients, customers, customer lists, prospective customers, assets, properties, employees, vendors, agents, representatives, databases, transactions or banking. Confidential Information shall include any material supplied orally or in writing, whether identified or marked as "confidential" or not and shall include derivative information produced by a party or an employee or contractor of a party, such as compilations, studies, briefs, synopsis, notes, memoranda, outlines and similar information. Confidential Information shall include, without limitation, all such information delivered, shown or revealed to the other party prior to the date hereof.

B. A receiving party agrees:

(i) not to disclose or otherwise make available Confidential Information of the disclosing party to any third person without the prior written consent of the disclosing party; *provided, however*, that the receiving party may disclose

the Confidential Information of the disclosing party to its officers, employees, consultants, and legal advisors who have a "need to know," who have been apprised of the restrictions set forth in this section, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this section;

(ii) to use the Confidential Information of the disclosing party only for the purposes of performing its obligations under the Agreement; and,

(iii) to immediately notify the disclosing party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the disclosing party.

C. The obligations of the receiving party to safeguard Confidential Information shall not extend to information that is required to be disclosed pursuant to a requirement of a governmental agency, or is required or compelled to be disclosed by operation of law, provided that prior to any such a disclosure the disclosing party shall be notified of the requirement of the disclosure and shall have the right and opportunity to seek a protective order to limit or block such a disclosure and that the information, if required to be disclosed, is the minimum legally required to be disclosed.

D. The provisions of this section shall survive the termination or other conclusion of this Agreement.

17. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall 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.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

18. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to 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 workplace and specify the actions that will be

taken against employees for violations of this prohibition.

- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

19. Faith Based Organizations. The County does not discriminate against faith-based organizations.

20. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

21. Forced or Indentured Child Labor: Applicable in all solicitations and contracts over \$10,000: During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “*forced or indentured child labor*” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

22. Force Majeure. Any obligation or performance of either party hereunder shall be excused to the extent that such failure or delay in performance is caused by a strike or other labor dispute, accidents, acts of God, fire, flood, earthquake, lightning, unusually severe weather, material or facility shortages, lack of transportation, acts of any governmental authority, governmental codes, ordinances, laws, rules, and regulations or restrictions, war, civil disorder, pandemic, epidemic, or state of emergency or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease to exist.

23. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor’s intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County’s decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result

in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

24. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

25. Assignment. Contractor's obligations under this Agreement may be neither assigned nor transferred to any other person, firm, or corporation without the prior written consent of the County.

26. Successors. This Agreement shall inure to the benefit of and be binding on the parties, and their heirs, successors, assigns and legal representatives, but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.

27. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

28. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement without regard to choice of law principles. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the state courts of Nelson County, Virginia.

29. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

30. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

END

REVISED 10/18/21

**OFFEROR SUBMISSION FORM**  
**RFP NO. 2026-01**

SECTION I – COMPANY IDENTIFICATION

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_  
Organized under the laws of the State of \_\_\_\_\_  
Principal place of business at \_\_\_\_\_  
Federal Id Number \_\_\_\_\_ Registered Agent \_\_\_\_\_

Nelson County requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the County shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of Nelson County, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. **The Supplier [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.**

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

*OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL*

**ACKNOWLEDGEMENT OF ADDENDA  
RFP NO. 2026-01**

Offeror acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this proposal:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

*OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL*

**REFERENCE FORM**  
**RFP NO. 2026-01**

**QUALIFICATIONS:** Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements. Provide at least five (5) specific local government references that your firm has provided similar goods and/or services to in the past three (3) years.

*(Please print or type)*

1. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_
2. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_
3. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_
4. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_
5. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_
6. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
SCOPE OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

*OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL*

**PROPOSAL PROTECTION DISCLOSURE FORM  
RFP NO. 2026-01**

Review Section VII. TERMS AND CONDITIONS, (Item B, 11 and 12) before completing this form.

Please note that completion of the following form is to comply with the Virginia Freedom of Information Act. Nelson County will make the final determination as to whether a proposed redaction complies with the exemptions outlined under Va. Code §§ 2.2-3700 et seq. and 2.2-4342.

**Instructions:** To invoke protection of trade secrets or proprietary information, offerors must identify the data or other materials to be protected and state the reasons why the protection is necessary. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The term “trade secret” is defined for this purpose as:

"Trade secret" means information, including but not limited to, a formula, pattern, compilation, program, device, method, technique, or process, that:

1. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
2. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

See Virginia Code §§ 2.2-3701 and 59.1-336.

**Proposal Protection Disclosure Form**

In accordance with the Code of Virginia § 2.2-4342(F), \_\_\_\_\_ (name of offeror), invokes the protection of the following portion(s) of the offeror’s proposal submitted to the County on \_\_\_\_\_ (date of proposal):

Data/Material to be Protected	Section(s)/Page Number(s)	Reason(s) why Protection is Necessary

*OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL*

**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The bidder:**

- is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

*OFFEROR MUST RETURN THIS FORM WITH THEIR PROPOSAL*