

REQUEST FOR PROPOSAL - AUDIT SERVICES

Danville-Pittsylvania Community Services

RFP#: AUDIT2018-2020

Issue Date May 25, 2018

Danville-Pittsylvania Community Services requests qualified independent certified public accountants to submit proposals to enter into a contract to perform financial audits for a period of three (3) consecutive years beginning with fiscal year ending June 30, 2018 and ending with fiscal year June 30, 2020.

Sealed proposals will be received until 2:00 P.M. on Wednesday, June 13, 2018.

All inquiries for information should be directed to:

Mary Beth M. Clement, C.P.A.
Director of Finance
245 Hairston Street
Danville, Va. 24540
434-799-0456 ext 3078
mclement@dpcs.org

The proposal should be mailed or delivered directly to:

Danville-Pittsylvania Community Services
West Wing Receptionist
Attn: Mary Beth Clement
245 Hairston Street
Danville, VA 24540

Signed Proposal:

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of

Firm: _____

Address: _____

By (Printed Name): _____

Signature: _____

Date: _____

Phone No.: _____

Email: _____

A complete response to the Request for Proposal includes the signed cover page of this RFP and all 14 pages contained herein which includes Attachments A and B. Furthermore, a document addressing the specific requirements listed in Section V item B starting on page 6 of this Request for Proposal must be submitted.

REQUEST FOR PROPOSAL - AUDIT SERVICES

DANVILLE-PITTSYLVANIA COMMUNITY SERVICES

I. PURPOSE:

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract with a qualified independent certified public accountant (hereinafter called the "Auditor") to perform a financial audit for the Community Services Board (hereinafter called the CSB) for the fiscal year(s) ended June 30, 2018 through 2020. The statutory requirement for operating and administrative CSBs to receive an independent audit is found in the Code of Virginia. Furthermore, financial audits in compliance with requirements of the Housing and Urban Development (HUD) program, OMB A-133 audits will need to be performed on two component unit organizations, Piney Ridge Apartments Corporation II and Ashlawn View, Inc., separately with report due dates for these two component units in mid-September in order to comply with HUD filing requirements.

II. SCOPE OF WORK TO BE PERFORMED

- A. Financial audit - The Independent Auditor shall audit all funds and account groups of the CSB in accordance with generally accepted auditing standards in the United States of America, standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and the Specifications for Audits of Authorities, Boards and Commissions issued by the Auditor of Public Accounts (APA), Commonwealth of Virginia. The audit shall result in the preparation of financial statements from the audited records of the CSB with the Auditors' opinion thereon. Financial statements will be prepared by the CSB. Financial statements should be prepared according to Governmental Accounting Standards Board (GASB) Statement 34 and the Enterprise Fund Reporting Model. The Auditors' opinion shall be expressed in the report and include reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion. The financial audit will include component unit organizations of Danville-Pittsylvania Community Services. Currently, the component unit organizations include Piney Ridge Apartments Corporation, Piney Ridge Apartments Corporation II, Ashlawn View, Inc. and Bellevue, Inc. Piney Ridge Apartments Corporation II and Ashlawn View, Inc. will require separate OMB A-133 audits and financial statements in time to meet the HUD required filing deadline in September. Information about the component unit organizations are listed in Appendix A.
- B. The Independent Auditor also shall express an opinion as to the fair presentation of the financial statements in accordance with generally accepted accounting principles. The Auditor is required to provide an "in-relation-to" report on the supporting schedules and statistical tables based upon the audit of the financial statements.
- C. The Auditor is not required to audit the schedule of expenditures of federal awards. However, the Auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.
- D. In connection with the audit of the financial statements, the Auditor shall perform tests of compliance in accordance with Government Auditing Standards; OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Specifications for Audits of Authorities, Boards and Commissions produced by the Auditor of Public Accounts of the Commonwealth of Virginia.
- E. In connection with the audit of the financial statements, the Auditor shall perform tests of internal controls in accordance with Generally Accepted Auditing Standards (GAAS);

Government Auditing Standards; OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Specifications for Audits of Authorities, Boards and Commissions produced by the Auditor of Public Accounts of the Commonwealth of Virginia.

- F. Submission of reports for Danville-Pittsylvania Community Services - The firm shall provide the CSB with one electronic copy and 20 paper/bound copies of the financial statements and Auditor's report thereon and management letter including management responses in no later than November 1 in order to be presented to the Audit Committee of the Board of Directors in November. The draft report must be issued by October 15 in time to be reviewed and the final report issued by November 1.
- G. Submission of reports including one electronic and one paper/bound original for Piney Ridge Apartments Corporation II and Ashlawn View, Inc.- due to the filing requirements established by HUD, draft reports will need to be submitted by September 10 and final reports by September 15 with the final correspondence in the HUD online financial statement submission system to be completed by September 20.
- H. Copies of the financial report, including Auditor's reports on internal controls and compliance, will be submitted to the appropriate Federal and State Agencies by the CSB.
- I. State Requirements -
The Auditor should refer to the latest CSB Administrative Requirements issued by the Department of Behavioral Health and Developmental Services (DBHDS) for additional reporting requirements and disclosures. This guide can be found at the Department's web site at: <http://www.dbhds.virginia.gov> under the CSB Community Contracting tab.
- J. The Auditor should submit a management letter including management's responses with each audit. The letter should offer suggestions for improvement in financial management and internal controls.
- K. The CSB will communicate to the Virginia Auditor of Public Accounts the vendor selected for this RFP.
- L. As guided by AICPA Auditing Standards Board Statement on Auditing Standard No. 117, Compliance Audits, the Auditor should exercise due professional care in understanding the type of engagement and also requiring that if during the audit the auditor becomes aware that the CSB is subject to audit requirements which may not be encompassed in the terms of the engagement he or she should communicate to management and the audit committee or others with equivalent authority and responsibility that the audit may not satisfy the requirements.
- M. The Auditor will prepare the electronic Form 990, Return of Organization Exempt from Income Tax, for Danville-Pittsylvania Community Services to file with the Internal Revenue Service by the required deadline.

III. REPORTING REQUIREMENTS

A. Required Reporting

Based on the audit work performed, the Auditor must issue reports which contain the following provisions:

1. Report on the fair presentation of the basic financial statements and the combining financial statements in conformity with accounting principles generally accepted in the United States of America.
2. Report on internal control over financial reporting and on compliance

and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. This report will disclose any significant deficiencies or material weaknesses identified by the auditor. This report will also disclose any instances of noncompliance required to be reported under Government Auditing Standards.

3. Report on compliance for each major program and on internal control over compliance required by OMB Circular A-133, Compliance Supplement. This report will disclose any material noncompliance with compliance requirements contained in OMB Circular A-133. This report will also disclose any deficiencies in internal control over compliance that are considered to be material weaknesses that are identified.
4. A Schedule of Findings and Questioned Costs as required by OMB Circular A-133, including the status of findings from the most recent audit period.
5. A letter communicating any significant audit findings, including qualitative aspects of accounting practices, difficulties encountered in performing the audit, corrected and uncorrected misstatements, disagreements with management, management representations, and other audit findings or issues.
6. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Chairman of the Community Services Board, the Executive Director of the Community Services Board, the Director of Finance of the local government serving as fiscal agent of the Board, and the Department of Behavioral Health and Developmental Services.

a. Draft Reports- Danville-Pittsylvania Community Services

The Auditor shall have drafts of the audit reports and recommendations to management available for review by the Executive Director and the Director of Finance by October 15.

b. Draft Reports- Piney Ridge Apartments Corporation II and Ashlawn View, Inc.

The Auditor shall have drafts of the audit reports to the Director of Finance available for review by September 10.

c. Report Preparation

Report preparation, editing and printing shall be the responsibility of the Auditor.

Auditors shall evaluate related organizations in accordance with Government Auditing Standards to determine whether such organizations are component units. Organizations determined to be component units should be audited as a part of the audit of the CSB's financial statements. However, as required by HUD both Piney Ridge Apartments Corporation II and Ashlawn View, Inc. will require separate OMB Circular A-133 audits and require online financial statement submission to HUD by September 20.

IV. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

A. Books of Account

The CSB represents that the books of account for Danville-Pittsylvania Community Services will be fully balanced, all subsidiary ledgers reconciled to control accounts, and all bank accounts for all months reconciled no later than September 1. The CSB represents that the books of account for Piney Ridge Apartments Corporation II and Ashlawn View, Inc. will be fully balanced, all subsidiary ledgers reconciled to control accounts, and all bank accounts for all months reconciled no later than August 20.

B. Schedules

The staff of the CSB will provide the following information to the Auditor:

- 1) A final trial balance;
- 2) Each subsidiary ledger;
- 3) A schedule of federal program revenues, expenditures and beginning and ending balances by program;
- 4) A copy of the final budget presented to the Board for the audit period, the original budget for the audit period, and all revisions to the budget approved by the Board;
- 5) Fixed Asset schedules for the audit period to include additions, dispositions and capital projects still in progress;
- 6) A schedule of investments of all funds at statement date showing both book value and estimated market value at statement date;
- 7) Copies of all contracts with governmental grantor or grantee agencies and other contracts in force at statement date of a material amount; and
- 8) Such reasonable additional schedules as may be requested for financial audits.

C. Other Assistance

The staff of the CSB and responsible management personnel will be available during the audit to assist the firm by providing information and explanation.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response

In order to be considered for selection, offerors must submit a complete response to this RFP which includes one signed original and one copy of **this** RFP document (**signature section is on the front page**) and one original and one copy of the response documents to B of this section.

2. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the offeror. By signing this proposal, the offeror certifies that it will remain in compliance with the following:
 - Federal Civil Rights Act of 1964, as amended.
 - Federal Immigration Reform and Control Act of 1986
 - Virginia Fair Employment Act of 1975, as amended, where applicable.
 - Virginia Conflict of Interest Act.

- Virginians With Disabilities Act.
 - Americans With Disabilities Act.
 - Provisions prohibiting employment discrimination in the Virginia Public Procurement Act
 - Ethics in Public Contracting as specified in the Virginia Public Procurement Act.
 - The Antitrust laws of the United States and the Commonwealth of Virginia.
 - As specified in the Virginia Public Procurement Act, the offeror agrees to provide a drug-free workplace to employees, post in conspicuous places for employees and applicants a statement that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying actions that will be taken for violations, and state in all solicitations or advertisements for employees the offeror maintains a drug-free workplace.
 - The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- b. All information requested must be submitted. Failure to submit all information requested may result in the CSB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the CSB. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- d. Each copy of the proposals should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. The proposal package should be clearly marked as:
"Proposal – Audit Services".
- e. Ownership of all data, materials and documentation originated and prepared for the CSB pursuant to the RFP shall belong exclusively to the CSB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of the Virginia Public Procurement Act prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

3. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the CSB. This will provide an opportunity for the offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The CSB will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may not be conducted; therefore, proposals should be complete.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that CSB may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Title Page

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

2. Table of Contents

3. Letter of Transmittal:

- History of the firm, including number of years in business, and size of firm.
- A statement by the prospective Auditor of his/her understanding of the work to be done, including specific reference to the provisions in the Scope section of this RFP, with descriptions of the audit approach and illustrations of the procedures to be employed.
- The approximate date the audit will begin (including preliminary fieldwork) and end, as well as approximate dates for delivery of the financial statements and/or Auditor's reports.
- Biographies including experience, education, professional designation, and professional affiliations of the individuals who will be assigned to the engagement. Also include relevant experience of each in auditing community services boards, municipalities, Federal funds, and recent continuing professional education of each.
- Names, addresses, and telephone numbers of persons who may be contacted for reference.
- A copy of the firm's most recent peer review.
- A statement by the prospective Auditor that:
 - (1) The firm is independent of the Danville-Pittsylvania Community Services as that term is defined in the Ethical Rules of the AICPA.
 - (2) The firm is licensed to perform the audit as provided by applicable laws of the Commonwealth of Virginia.
 - (3) The firm has met the peer review standards of the AICPA and Government Auditing Standards.
 - (4) The firm will provide adequate supervision on a day-to-day basis and that the resulting work papers shall be adequate and shall be available for routine review by appropriate Auditors of the Federal and State governments.
 - (5) Staff assigned to the audit have met the continuing education requirement required by the Government Auditing Standards issued by the Comptroller General of the United States.

VI. FEES

Fees for services will be negotiated in accordance with "Competitive Negotiation" as specified in the Virginia Public Procurement Act. The fee will be in the form of a fixed contract price for the audit of the CSB. Fees for additional services must be mutually agreed upon by the Independent Auditor and the CSB. These additional services and fees may relate to the component unit organizations of the CSB.

VII. EVALUATION AND AWARD CRITERIA:

A. **EVALUATION CRITERIA**

Selection criteria will include the following:

1. The skill, experience, training and professional qualifications of the specified persons who will be performing the services requested.
2. The Auditor's understanding of the CSB's system of accounting obtained through prior experience or discussion with appropriate CSB officials.
3. The prior experience and reputation of the Auditor in auditing governmental units or other organizations similar to the CSB.
4. The Auditor's prior experience in auditing CSBs.
5. Ability to complete the audit and submit the financial statements and Auditor's reports by the required deadlines.

B. **AWARD**

The selection process will be in accordance with "Competitive Negotiation" as specified in the Virginia Public Procurement Act. This Request for Proposal is not requesting that offerors furnish estimates of man-hours or cost for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. The award notification will be posted on the procurement page of the DPCS website at <http://www.dpcs.org>.

VIII. **GENERAL TERMS AND CONDITIONS:**

A. **CSB's Procurement Policy:**

This solicitation is subject to the provisions of the **CSB's Procurement Policy Manual** and any revisions, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the CSB.

B. **Terms and Conditions:**

Failure to submit a proposal as specified in this RFP may be cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the CSB reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

C. **Clarification of Terms:**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation before the due date for submission. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

D. **Payment Terms:**

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

E. **Invoices:**

Invoices for services delivered and accepted shall be submitted by the contractor to the attention of the Director of Finance and either mailed to CSB address or emailed to the Director of Finance. The Auditor shall issue separate invoices to each entity audited.

F. **Default:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the CSB, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the CSB may have.

G. **Assignment of Contract:**

A contract shall not be assignable by the contractor in whole or in part without the written consent of the CSB.

H. **Antitrust:**

By entering into a contract, the offeror conveys, sells, assigns, and transfers to the CSB all rights, title and interest in and to all causes of the 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 the CSB under said contract.

I. **Anti-Discrimination:**

By submitting their proposals, all offerors certify to the CSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and the Virginia Public Procurement Act which provides:

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

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

- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 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.
- 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.

J. **Debarment Status:**

By submitting their proposal, all offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

K. **Applicable Law and Courts:**

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.

L. **Qualifications of Offerors:**

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

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

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

N. **Subcontracts:**

No portion of the audit work shall be subcontracted without prior written consent of the CSB.

O. **Ethics in Public Contracting:**

By submitting their proposals, all offerors certify that: (1) their proposals are made without collusion or fraud; (2) they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal; and (3) they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

P. **Drug Free Workplace:**

During the performance of this Contract, the Landscaper agrees to (1) provide a drug-free workplace for the Landscaper's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the Landscaper that the Landscaper maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work in connection with a specific contract awarded to a landscaper 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 while on the property during the performance of the contract.

Q. **Tobacco-Free Requirement:**

The Agency has a tobacco-free policy on all properties. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on the Agency property is strictly prohibited at all times, including days and/or hours when the Agency is not in session. This includes, but is not limited to, outdoor areas of the Agency properties and personal or business vehicles present on the Agency property.

All forms of tobacco are prohibited, including, but not limited to, cigarettes, cigars, pipes, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco, and any non-FDA approved nicotine delivery device.

"Smoke" or "smoking" means the carrying or holding of any lighted cigarette, cigar, or pipe of any kind; or any other lighted smoking equipment; or the lighting, inhaling, or exhaling of smoke from a cigarette, cigar, or pipe of any kind.

IX. SPECIAL CONDITIONS:

A. OWNERSHIP OF MATERIAL

Ownership of all data, material, and documentation originated and prepared for the CSB pursuant to the RFP shall belong exclusively to the CSB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

B. INSURANCE

1. By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the Contract the CSB reserves the right to require the Contractor to furnish certificates of insurance for the coverages required by the CSB and Commonwealth as indicated.

2. INSURANCE COVERAGES REQUIRED

Worker's Compensation-Standard Workers' Compensation Policy.

Broad Form Comprehensive General Liability--\$500,000 Combined Single Limit, with the Commonwealth of Virginia named as additional insured.

Automobile Liability--\$500,000 Combined Single Limit

NOTE: In addition to the above, various Professional Liability/Errors and Omissions coverages are required for those services indicated below.

The limits are to be:

<u>Profession/ Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$5,000,000 aggregate

3. The Auditor's signature on this solicitation constitutes certification that if awarded

the contract, he shall obtain the necessary coverage as specified within 10 days of notification of award of the contract.

C. **PROPOSAL ACCEPTANCE PERIOD**

This proposal shall be binding upon the offer for 60 calendar days following the proposal opening date. Any proposal on which the offeror shortens the acceptance period may be rejected.

D. **WORK PAPERS**

The Auditor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. The CSB, its authorized agents, and/or State Auditors shall have full access to and the right to examine any of said materials during said period.

E. **CANCELLATION OF CONTRACT**

The Community Services Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effect.

F. **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the CSB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

G. **CHANGES TO THE CONTRACT**

The CSB may order changes within the general scope of the contract at any time by written notice to the Auditor. The Auditor shall be compensated for any additional costs incurred as the result of such order and shall give the CSB a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

X. **METHOD OF PAYMENT**

Interim billings shall not exceed 80% of the total fee. Final payment will be made upon acceptance of the report by the Audit Committee (Budget, Finance and Operations Committee) of the Board.

EXHIBITS POSTED ON THE PROCUREMENT PAGE OF THE DPCS WEBSITE

A. **EXHIBIT A:**

A pdf copy of the audited financial statements for Danville-Pittsylvania Community Services is posted on the procurement page of the DPCS website with this RFP and labeled as 'FY2017 Audited Financial Statements'.

The Financial Statements for Piney Ridge Apartments Corporation II and Ashlawn View, Inc. are not posted on the procurement page; however, the amounts supporting those financial statements are located in the Management, Discussion and Analysis of the FY2017 Audited Financial Statements posted on the page. Complete copies of these two reports can be furnished upon request.

REQUEST FOR PROPOSAL

AUDIT SERVICES

RFP#: AUDIT2018-2020

ATTACHMENT A

**VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION**

The Offeror: _____

- 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 required acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Contractor 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 Contractor's out-of-state location) -OR-
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Contractor'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.

Please check the following box if you have not checked 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 go bids/proposals:

REQUEST FOR PROPOSAL

AUDIT SERVICES

RFP#: AUDIT2018-2020

ATTACHMENT B

Legal Name of Offeror: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW, per the definitions listed:

- SMALL BUSINESS** **WOMEN-OWNED BUSINESS** **MINORITY-OWNED BUSINESS**
 SERVICE DISABLED VETERAN **LARGE** **NONPROFIT** **NONE OF THE**
ABOVE

DEFINITIONS - For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Large business" means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

Nonprofit" means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.