



DATE: January 10, 2019

TO: Prospective auditing firms

FROM: Sharon Johnson, CEO
Shenandoah Valley Workforce Development Board (SVWDB)

SUBJECT: Audit Request for Proposal (RFP)

In compliance with the Workforce Innovation and Opportunity Act, the Shenandoah Valley Workforce Development Board, Inc. (SVWDB), is soliciting proposals from qualified sources to provide professional services of a Certified Public Accounting firm to conduct a financial and compliance audit of WIOA as administered by the SVWDB.

The SVWDB is an Equal Opportunity Employer

The documents attached to this letter constitute the official SVWDB Request for Proposal, with a description of the proposal format to be followed. Proposals are acceptable only in the format as prescribed in the proposal; completed proposals are due to the SVWDB no later than **March 1, 2019, 4:00 pm**. Proposals are to be submitted in three (3) paper copies, one with original signatures, to the below address:

Shenandoah Valley Workforce Development Board
P.O. Box 869
Harrisonburg, VA 22803

Alternatively, proposals may be submitted electronically in a PDF version to Finance@VCWValley.com; the SVWDB will acknowledge receipt of any electronic proposal received.

Technical assistance concerning this Request for Proposal and its submission is available by contacting:

Cathryn Ritter Michie, CPA
Chief Financial Officer
540-442-7134 x103
CMichie@VCWValley.com

TABLE OF CONTENTS

I.	PURPOSE	1
II.	BACKGROUND.....	1
III.	STATEMENT OF NEEDS	2
IV.	REPORTING AND DELIVERY REQUIREMENTS	4
V.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	4
	GENERAL PROPOSAL REQUIREMENTS.....	4
	SPECIFIC PROPOSAL REQUIREMENTS	6
VI.	EVALUATION CRITERIA.....	8
VII.	AWARD OF CONTRACT	9
VIII.	GENERAL TERMS AND CONDITIONS.....	9
	APPLICABLE LAWS AND COURTS.....	9
	ANTI-DISCRIMINATION	9
	ETHICS IN PUBLIC CONTRACTING	10
	IMMIGRATION REFORM AND CONTROL ACT OF 1986.....	10
	DEBARMENT STATUS	10
	ANTITRUST	11
	MANDATORY USE OF FORMS AND TERMS AND CONDITIONS	11
	CLARIFICATION OF TERMS	11
	PAYMENT	11
	PRECEDENCE OF TERMS	11
	QUALIFICATIONS OF AUDITING FIRMS.....	11
	TESTING AND INSPECTION.....	11
	ASSIGNMENT OF CONTRACT	12
	CHANGES TO THE CONTRACT	12
	DEFAULT	13
IX.	SPECIAL TERMS AND CONDITIONS	13
	CONFIDENTIALITY OF INFORMATION	13
	CANCELLATION OF CONTRACT	13
	CONTRACT RENEWAL	13
	CONTRACT EXTENSION.....	14
	TERMINATION.....	14
	WORKFORCE INNOVATION AND OPPORTUNITY ACT.....	14
X.	INDEMNIFICATION	14
XI.	IDENTIFICATION OF PROPOSAL ENVELOPE.....	15

- I. PURPOSE: The purpose of this Request for Proposals (RFP) is to establish a contract through competitive negotiation for the professional services of a certified public accounting firm. Such firm's principal officers are to be independent certified public accountants (CPAs), certified or licensed by a regulatory authority of the Commonwealth of Virginia or other political subdivision of the United States, and hereinafter referred to as the "auditing firm." The auditing firm will be expected to conduct financial and compliance audits of Workforce Innovation and Opportunity Act (WIOA) awards, H-1B Technical Skills Training Grant (H-1B) awards, Rehabilitation Services Demonstration and Training Programs awards and any other funding streams administered by the Shenandoah Valley Workforce Development Board (SVWDB), Virginia Local Workforce Development Area (LWDA) 4.

The contract will be for the audit of the fiscal year beginning July 1, 2018, and ending June 30, 2019. The resulting contract for services will be between the SVWDB and the auditing firm. The contract will be for one year with an option for two additional two-year renewals at the discretion of the SVWDB.

II. BACKGROUND:

- A. The Shenandoah Valley Workforce Development Board (SVWDB), Inc. is a 501(c)3, incorporated agency tasked with implementing, facilitating, and managing federal workforce development funds; partnering with various entities, both public and private; ensuring the delivery of quality services to job seekers, workers, and the business community through the Valley Workforce System. The SVWDB also serves as the regional convener of workforce development stakeholders and resources, in order to develop and improve the region's workforce through a comprehensive strategic vision, recently set forth in the 2017-2021 Local Plan. The mission of SVWDB is building partnerships to create workforce opportunities that cultivate business, grow jobs, develop people, and build community. The SVWDB values community, collaboration, innovation, transparency, and integrity.
- B. The SVWDB is responsible for overseeing the delivery of training programs authorized under the Workforce Innovation and Opportunity Act (WIOA) within the cities of Buena Vista, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester, and the counties of Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren. These sixteen jurisdictions comprise Virginia Local Workforce Development Area (LWDA) 4. Within the footprint of the LWDA 4, the SVWDB operates a comprehensive one-stop center located at 160 North Mason St., Harrisonburg, VA; affiliate centers are located at 419 North Cameron St., Winchester, VA, and 1076 Jefferson Highway, Staunton, VA. An additional program service access point is located at 35 N. Bank St., Luray, VA, within the Page One Food Pantry and Family Assistance main office.

- C. Funds allotted under the above Acts and funding streams are used to implement programs to prepare youth and unskilled adults for entry into the labor force and to provide job training to dislocated workers and those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training, to obtain productive employment.
- B. The SVWDB projected funds to be audited for the period ending June 30, 2018, are as follows:

Grant/Program	CFDA No.	Projected Expenditures
WIOA Title I – Adult	17.258	\$ 891,200
WIOA Title I - Youth	17.259	\$ 930,200
WIOA Title I – Dislocated Worker Program	17.278	\$ 522,300
H-1B Technical Skills Training Grant	17.268	\$ 1,400,600
Rehabilitation Services Demonstration and Training Programs	84.235N	\$ 61,900

III. STATEMENT OF NEEDS:

- A. Audit services are to include examination of financial statements in accordance with generally accepted auditing standards (GAAS), promulgated by the American Institute of Certified Public Accountants (AICPA), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Generally Accepted Governmental Auditing Standards (GAGAS); Title 2 U.S *Code of Federal Regulations* Part 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements* for Federal Awards; *the Single Audit Act of 1984* (as amended in 1996) and as required by the Virginia Community College System (VCCS) and the Department of Labor – Employment & Training Administration (ETA).
- B. Audit services must include an examination for compliance with applicable federal laws and regulations and applicable regulations and laws of the Commonwealth of Virginia as well as other applicable contracts and grant agreements. Compliance references include Public Law 113-128 (Workforce Innovation and Opportunity Act) and other grants as applicable. Applicable regulations and policies may vary by agency and or program, and the auditing firm will need to obtain those particular statutes and rules pertinent to the programs to be included in the audit. The auditing firm shall perform sufficient tests to determine compliance with all applicable matters and shall report any material departures.

- C. SVWDB utilizes GMS Accounting and Financial Management/Reporting System for reporting and maintenance of accounting records. Accounting data from prior years (audit reports, management letters, etc.) are accessible to authorized Federal and awarding agency staff and verifiable for monitoring, reporting, audit and evaluation purposes.

Records retention procedures for the SVWDB are conducted in accordance with 2 CFR 200.333, which requires that records be retained for three years from the date of the submission of the final expenditure report for the program year in question.

- D. The auditing firm shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report(s) to the SVWDB unless the auditing firm is notified in writing by the cognizant agency for audit, oversight agency for audit or pass-through entity to extend the retention period.

If the auditing firm becomes aware that the Federal awarding agency, pass-through entity, or the SVWDB is contesting an audit finding, the auditing firm shall contact the parties contesting the audit finding for guidance prior to the destruction of the working papers and reports.

Audit working papers shall be made available upon request to the cognizant or oversight agency for audit or its designee, a Federal agency providing direct or indirect funding, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary.

- E. The SVWDB's Chief Financial Officer will serve as the agency's audit monitor during the contract to perform a review of any planning documents, internal control review documents, audit work programs, audit work papers, and draft management letter comments prepared by the firm.

Technical assistance concerning the interpretation of federal and state laws, regulations, and policies, and the accounting principles of the Commonwealth will also be provided by the monitor as well as state issued monitoring reports.

At the conclusion of the engagement but prior to the issuance of the final report, the Auditing Firm shall conduct an exit conference with the appropriate officials of the SVWDB to review audit findings and to provide responses and clarifications as deemed appropriate.

- F. The Auditing Firm shall assist the SVWDB in preparing the audit to be submitted to the Federal Audit Clearinghouse.
- G. The Auditing Firm shall assist the SVWDB in preparing Federal Form 990, Return of Organization Exempt from Income Tax.
- H. The SVWDB reserves the right to conduct any review to assure services conform to these specifications.

IV. REPORTING AND DELIVERY REQUIREMENTS

- A. The auditing firm shall submit the independent auditors' reports to be delivered to the SVWDB in final form on or before **November 1, 2019**.
- B. All final fieldwork shall be performed in a reasonable and timely manner and shall be completed between August 4, 2019, through November 1, 2019.
- C. The auditing firm shall submit to the SVWDB a comprehensive management letter indicating any deficiencies noted in internal controls and in the accuracy of financial records, and any deficiencies in the compliance report mentioned in Section III., (*Statement of Needs*) of this RFP on **November 1, 2019**.
- D. The auditing firm shall furnish one unbound copy of the final report along with ten (10) bound copies of the final report to the SVWDB, and one (1) electronic copy.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL PROPOSAL REQUIREMENTS:

1. PROPOSAL PREPARATION:

- a. No portion of the work shall be subcontracted without the prior written consent of the SVWDB. In the event that the auditing firm desires to subcontract some part of the work specified herein, the auditing firm shall clearly state its intentions and furnish the names, qualifications, and experience of the proposed subcontractors as part of their signed proposal.

- b. Proposals shall be signed by an authorized representative of the auditing firm. All information requested must be submitted. Failure to submit all information requested may result in the SVWDB requiring prompt submission of omitted information and/or giving a lower evaluation of the proposal. Proposals, which are substantially incomplete, or lack key information, may be rejected by the SVWDB. Mandatory requirements are those required by law or regulation and 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 placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the guiding paragraph number of the corresponding section of the RFP.
- e. Each copy of the proposal should be bound, or contained in a single volume/file where practical. All documentation submitted with the proposal should be contained in that single volume/file.
- f. Ownership of all data, materials, and documentation originated and prepared for the SVWDB pursuant to the RFP shall belong exclusively to the SVWDB and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices, as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

- g. Since this is a professional services solicitation, applicants are not required to submit a cost schedule with their proposal but may do so. The cost will not be considered in the evaluation for the proposal.

- 2. ORAL PRESENTATIONS: Applicants who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SVWDB. This provides an opportunity for applicants to clarify or elaborate on their proposal. This is a fact-finding and an explanation session only and does not include negotiation. The SVWDB will schedule the time and location of these presentations. *Oral presentations are an option of the SVWDB and may or may not be conducted.*

- B. SPECIFIC PROPOSAL REQUIREMENTS: Proposals should be as thorough and detailed as possible so that the SVWDB may properly evaluate the applicant's capabilities to provide the required services. Applicants are required to return this complete RFP, with the RFP cover sheet and addenda, if any, signed and filled out as required. Applicants are required to submit the following items as a complete proposal:

- 1. *Qualifications and experience of Auditing Firms*: The applicant shall provide an overview of its organization including its qualifications to perform the audit and the firm's experience with auditing Workforce Innovation and Opportunity Act funds, federal grant auditing, and political sub-division audits in the Commonwealth; the years the firm has been in business and the number and location of offices in the U.S.. The applicant shall disclose the identity of any parent corporation and any subsidiaries, if appropriate, and of any subcontractors. The applicant shall certify that:
 - a. They are an independent firm, as defined by applicable auditing standards,
 - b. They have not been suspended or debarred from performing government audits, or from other government activity, and
 - c. They have not been the object of any disciplinary action during the past three years.

The applicant shall briefly describe any peer reviews conducted within the

last three years and the results of such reviews.

2. *References from other clients that pertain to prior project experience encompassing the same or similar requirements as set forth in the Statement of Needs:*
 - a. Supply three (3) project references, which must include company name, address, phone number, and contact person.
 - b. For each referenced project, the applicant shall provide a description of the work performed, the time period of the project, the staff-months expended, and the scheduled and actual completion dates of the project.
3. *Quality and experience of Applicant, and Any Subcontractor personnel to be assigned to the project:* Names, qualifications, and experience of specific personnel to be assigned to the project are required. Resumes including relevant experience and continuing professional education for each supervisory person to be assigned to perform the audit are also to be provided.
4. *Methodology:* The applicant shall provide a narrative describing in general detail the procedures that will be followed to plan, conduct, and report the results of the audit and how these activities will be coordinated with the SVWDB Staff.
5. *Capability:* The auditing firm shall provide a narrative describing in general detail the methods that will be used during the conduct of the audit that will result in by-products such as: improved processes, technical assistance, and cooperative problem solving.
6. *Other Criteria - Small Business, Women or Minority Owned Business Participation:* The applicant shall indicate if they are a small, women or minority owned business. To the extent that the applicant proposes to subcontract with a small business, women or minority owned business, describe the degree of participation in terms of percent of contract hours and fees and the applicant's plan to involve the subcontracting firm in the audit. Any assignment of the contract in whole or part must be pre-approved by SVWDB. Additional points will be given to those applicants who are considered a small business, women or minority owned business or to those who subcontract with the aforementioned businesses.

VI. EVALUATION CRITERIA:

EVALUATION CRITERIA: Proposal shall be evaluated by the agency using the following criteria that shall also apply to, and be used to evaluate the applicant's subcontractors:

		<u>Point Value</u>
1.	<i>Qualifications and experience of applicant in providing auditing services</i>	40
2.	<i>References from other clients</i>	05
3.	<i>Quality and experience of personnel to be assigned to the projects</i>	30
4.	<i>Methodology (Applicant's approach to accomplishing financial and compliance audits)</i>	20
5.	<i>Capability (Applicant's approach in accomplishing audits that improve the client's processes, coordinate auditing with technical assistance, suggestions to implement solutions to ensure problems do not persist and demonstrate cooperative, timely, and appropriate methodology)</i>	05
6.	<i>Small Business, Women or Minority Owned Business Participation (Applicant's engaging in such business may be awarded two (2) additional points)</i>	00
	TOTAL	100

The SVWDB shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible and non-binding cost estimates may be discussed. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The SVWDB shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious; negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the SVWDB can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.

Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the SVWDB determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

- VII. AWARD OF CONTRACT: An award shall be made to the responsible firm whose proposal is determined in writing to be the more advantageous to the SVWDB taking into consideration the evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made. The award of a contract shall be at the sole discretion of the SVWDB. The award shall be based on the evaluation of all information as the SVWDB may request. The SVWDB reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, the SVWDB reserves the right to enter into a contract deemed to be in its best interest.

VIII. GENERAL TERMS AND CONDITIONS

- A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The auditing firm shall comply with all applicable federal, state and local laws, and rules and regulations.
- B. ANTI-DISCRIMINATION: By submitting their proposals, auditing firms certify to the SVWDB that they will conform with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4310 of the Virginia Public Procurement Act.

1. During the performance of this contract, the auditing firm agrees as follows:
 - a. The auditing firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the auditing firm. The auditing firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The auditing firm, in all solicitations or advertisements for employees placed by or on behalf of the auditing firm, will state that such auditing firm 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 these requirements.

- C. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, auditing firms certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other auditing firm, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any employee having official responsibility for this procurement transaction, and have not received 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. The auditing firm and any related organizations will not be allowed, during the contract period, to perform or submit proposals on accounting, consulting, compilation and review, or any other services for the SVWDB.

- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, auditing firms 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.

- E. DEBARMENT STATUS: By submitting their proposals, auditing firms certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- E. ANTITRUST: By entering into a contract, the auditing firm conveys, sells, assigns, and transfers to the SVWDB 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 SVWDB under said contract.
- F. MANDATORY USE OF FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official entity form (if provided) for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the SVWDB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- G. CLARIFICATION OF TERMS: If any prospective auditing firm has questions about the specifications or other solicitation documents, the prospective auditing firm should contact the SVWDB's Chief Financial Officer (whose contact information is contained on the face of the solicitation) for technical assistance no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the SVWDB.
- H. PAYMENT: Payment to the auditing firm shall be made upon completion of the services and acceptance of the reports by the SVWDB or other terms as mutually agreed upon by the parties.
- I. PRECEDENCE OF TERMS: Paragraphs A-H of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. QUALIFICATIONS OF AUDITING FIRMS: The SVWDB may make such reasonable investigations as deemed proper and necessary to determine the ability of the auditing firm and subcontractors to perform the services/furnish the goods, and the auditing firm and subcontractor shall furnish to the SVWDB all such information and data for this purpose as may be requested. The SVWDB reserves the right to inspect the auditing firms and subcontractors' physical facilities prior to award to satisfy questions regarding the auditing firm's capabilities. The SVWDB further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such auditing firm fails to satisfy the SVWDB that such auditing firm is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- K. TESTING AND INSPECTION: The SVWDB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- L. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the auditing firm in whole or in part without the written consent of the SVWDB.
- M. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The SVWDB may order changes within the general scope of the contract at any time by written notice to the auditing firm. Changes within the scope of the contract include, but are not limited to, items such as services to be performed and the timing of services rendered and dates of deliverables. The auditing firm shall comply with the notice upon receipt. The auditing firm shall be compensated for any additional costs incurred as the result of such order and shall give the SVWDB a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract. If the work can be expressed in units, the auditing firm shall account for the number of units of work performed, subject to the SVWDB's right to audit the firm's records and/or to determine the correct number of units independently; or
 - c. By ordering the auditing firm to proceed with the work and keep a record of all costs incurred and savings realized, a markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The auditing firm shall present the SVWDB with all vouchers and records of expenses incurred and savings realized.

The SVWDB shall have the right to audit the records of the auditing firm, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SVWDB within thirty (30) days from the date of receipt of the written order from the SVWDB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the auditing firm from promptly complying with the changes ordered by the SVWDB, or with the performance of the contract generally.

- N. DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the SVWDB, after due oral or written notice, may procure them from other sources and hold the auditing firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SVWDB may have available to it.

IX. SPECIAL TERMS AND CONDITIONS:

- A. CONFIDENTIALITY OF INFORMATION: The auditing firm shall treat all information utilized in its performance of the contract as confidential, personal information. The auditing firm shall handle all confidential information in accordance with the Virginia Privacy Protection Act. All files and other records developed or maintained pursuant to the execution of the contract are the property of the SVWDB and shall be delivered to the agency upon demand. The auditing firm merely serves as the custodian of the files and acts as agent for the SVWDB in the performance of the project requirements.
- B. CANCELLATION OF CONTRACT: The SVWDB reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 10 days written notice to the auditing firm. In such event, the SVWDB will only be liable for costs incurred to the date of termination.
- C. CONTRACT RENEWAL: Contract may be renewed for two additional two-year renewals at the sole discretion of the SVWDB.

- D. CONTRACT EXTENSION: The SVWDB reserves the right to extend any resulting contract, in part, for a period of up to six (6) months, under the terms and conditions of the original contract, to allow completion of work undertaken, but not completed, during the original term of the contract, without additional consideration to be paid to the auditing firm.

- C. TERMINATION: The SVWDB reserves the right to terminate the contract for the convenience of the SVWDB when certain occasions arise. It is understood and agreed between the SVWDB and the auditing firm, that the SVWDB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- D. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA): This solicitation is subject to the provisions of WIOA State Oversight, Financial management, Monitoring, Procurement, Equal Opportunity, the Commonwealth of Virginia's WIOA Regulations and Policy as promulgated by the Virginia Community College System (VCCS), and any revisions thereto, which are hereby incorporated into this contract in their entirety. This solicitation is subject to specific grant requirements, which are hereby incorporated into this contract in their entirety.

- X. INDEMNIFICATION: The auditing firm agrees to indemnify, defend and hold harmless the SVWDB, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the auditing firm, provided that such liability is not attributed to the sole negligence of the SVWDB. These provisions apply to each sub-tier auditing firm performing under the primary contract.

XI. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror	Due Date	Time
Street or Box Number		
City, State, Zip Code	RFP Title	

The envelope should be addressed to:

Shenandoah Valley Workforce Development Board
Attention: Cathryn Michie, CFO
P O Box 869
Harrisonburg, VA 22803

For delivery services only:

Shenandoah Valley Workforce Development Board
Attention: Cathryn Michie, CFO
217 S. Liberty St., Suite 203
Harrisonburg, VA 22801

This product was created using 99% of federal U. S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) award of \$1,621,682 made to Page County on behalf of the Shenandoah Valley Workforce Development Area by the pass-through entity, the Virginia Community College System and a U. S. Department of Labor Employment and Training Administration award of \$4 million made to the Shenandoah Valley Workforce Development Board. No costs of this product were financed by non-governmental sources. The information contained herein does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.