

AGENDA



CITY OF HOPEWELL
Hopewell, Virginia 23860

AGENDA

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CITY COUNCIL

Patience A. Bennett, Mayor, Ward #7
John B. Partin, Jr., Vice Mayor, Ward #3
Deborah B. Randolph, Councilor, Ward #1
Arlene Holloway, Councilor, Ward #2
Jasmine E. Gore, Councilor, Ward #4
Janice B. Denton, Councilor, Ward #5
Brenda S. Pelham, Councilor, Ward #6

John M. Altman, Jr., City Manager
Cynthia E. Hudson, Acting City Attorney
Mollie P. Bess, City Clerk

May 24, 2022

REGULAR MEETING

Closed Meeting - 6:30 p.m.
Regular Meeting - 7:30 p.m.

OPEN MEETING

6:30 p.m. Call to order, roll call, and welcome to visitors

SUGGESTED MOTION: Move to go into closed meeting pursuant to Va. Code Section 2.2-3711(A)(1) to discuss prospective appointees to various boards and commissions; and to discuss and consider personnel matters for Council employees (City Manager, City Attorney and City Clerk).

CLOSED MEETING

RECONVENE OPEN MEETING

Roll Call

CERTIFICATION PURSUANT TO VIRGINIA CODE §2.2-3712 (D): Were only public business matters (1) lawfully exempted from open-meeting requirements and (2) identified in the closed-meeting motion discussed in closed meeting?

Roll Call

WORK SESSION

REGULAR MEETING

Call to order, roll call, and welcome to visitors

Prayer by Rev. Danny Tucker, followed by the Pledge of Allegiance to the Flag of the United States of America led by Councilor Vice Mayor Partin.

SUGGESTED MOTION: To amend/adopt Regular Meeting agenda

Roll Call

CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine by Council and will be approved or received by one motion in the form listed. Items may be removed from the Consent Agenda for discussion under the regular agenda at the request of any Councilor.

C-1 Minutes:

C-2 Pending List:

C-3 Information for Council Review: Minutes of HRHA & Planning Commission Joint Meeting with City Council held on 4/25/2022; Board of Zoning Appeals Meeting Minutes for 2/23/22 Meeting

C-4 Personnel Change Report:

C-5 Public Hearings: School Board Vacancy, June 14, 2022

C-6 Routine Approval of Work Sessions:

C-7 Ordinances on Second & Final Reading:

C-8 Routine Grant Approval:

C-9 Resolutions, Proclamations:

SUGGESTED MOTION: To amend/adopt consent agenda

Roll Call

INFORMATION/PRESENTATIONS

FINANCIAL REPORT

PUBLIC HEARING

CITY CLERK: *All persons addressing Council shall approach the microphone, give name and, if they reside in Hopewell, their ward number, and limit comments to **five minutes**. No person shall be permitted to address Council a second time until all others have been heard and no one may speak more than twice on any subject in any one meeting. All remarks shall be addressed to Council as a body, any questions must be asked through the mayor only, and there shall be no discussion without permission of the mayor. Any person who makes personal, impertinent, abusive, or slanderous statements, or incites disorderly conduct in Council Chambers may be barred by the mayor from further audience before Council, and removed, subject to appeal to a majority of Council. (See Rules 405 and 406)*

PH-1 – Redistricting – David Thompson

UNFINISHED BUSINESS

COMMUNICATIONS FROM CITIZENS

CITY CLERK: *A Communications from Citizens period, limited in total time to 30 minutes, is part of the Order of Business at each regular Council meeting. All persons addressing Council shall approach the microphone, give name and, if they reside in Hopewell, their ward number, and limit comments to **three minutes**. No one is permitted to speak on any*

item scheduled for consideration on the regular agenda of the meeting. All remarks shall be addressed to the Council as a body, any questions must be asked through the mayor only, and there shall be no discussion without permission of the mayor. Any person who makes personal, impertinent, abusive, or slanderous statements, or incites disorderly conduct in Council Chambers, may be barred by the mayor from further audience before Council and removed, subject to appeal to a majority of Council. (See Rules 405 and 406.)

Reports of Boards and Commissions:

Dock Commission – Carl Bottom, Chair

REGULAR BUSINESS

Reports of City Manager:

R-1 – FY22 VDOT Revenue Sharing Program Reimbursements - Austin Anderson, City Engineer

R-2 – Right of Way Use Fee Revenue – Austin Anderson, City Engineer

R-3 – RFP for Risk Assessment & Compliance Auditor – March Altman, Jr., City Manager

R-4 – RFC – Financial Audit Services Contract– March Altman, Jr., City Manager

Reports of City Attorney:

Reports of City Clerk:

Board/Commission Vacancies:

- Historic Preservation Committee – 3 vacancies**
- Architectural Review Board – 2 vacancies**
- Planning Commission – 1 vacancy**
- Economic Development Authority – 1 vacancy**
- Recreation Commission - 1 vacancies**
- Library Board – 1 vacancies**
- Board of Zoning Appeals – 1 vacancy**

Reports of City Council:

Committees

COUNCILORS REQUEST

Presentations from Boards and Commissions

Other Council Communications

Adjournment

**CLOSED
MEETING**

CONSENT AGENDA

INFORMATION
FOR
COUNCIL REVIEW

Minutes of Joint Work Session between the Hopewell City Council, Hopewell Redevelopment and Housing Authority and the Hopewell Planning Commission held on Wednesday, April 25, 2022 in the Hopewell Social Services Building.

The City Council meeting was called to order at 6:30 p.m. At time of the roll call the following members were present:

Vice Mayor John B. Partin, Jr.

Councilor Deborah Randolph

Councilor Jasmine E. Gore,

Councilor Brenda S. Pelham

The following members were not present at the meeting: Janice Denton and Arlene Holloway.

Mayor Patience Bennett arrived at the meeting at approximately 7:00 p.m.

Mrs. Tevya W. Griffin, Director of Development welcomed all participants. She provided the purpose of the meeting. Mrs. Griffin and Tarvaris McCoy, Community Revitalization Director with the Hopewell Redevelopment and Housing Authority, gave an update on the Rendezvous Apartment community site plan. They discussed the coordination of staff members, and the aide of Chesterfield County with Crime Prevention through Environmental Design Strategies. Mrs. Griffin and Mr. McCoy reviewed each proffered condition met through the site plan process. Members of Council were pleased with the progress. The Planning Commission added that they were pleased with the site plan and worked well with the developers and Housing Authority on the project. Commissioner Ruth Johnson of the Housing Authority asked if the City plan to give the adjacent property owners incentives to improve their property next to Rendezvous to ensure the property value of the apartment building will not decrease.

Mr. McCoy provided an update of the progress being made with Piper Square renovations.

Mrs. Griffin gave an overview of the Fair Housing Impediments Study. The contractor provided a presentation on the purpose of the study, community involvement, demographics, findings and implementation strategy. There were several questions raised by participants.

Mr. Steve Benham, Executive Director of the Housing Authority asked about next steps. Mrs. Griffin suggested the next step be the formation of a housing committee that consisted of members from each body represented at the meeting. This committee would work to implement actions outlined in the plan. It was suggested by Councilor Randolph that City Council review the action steps and get back to the group at later date.

Mrs. Griffin stated that there were no current incentives except the real estate tax abatement program. Councilor Pelham suggested that the property owners would improve their properties once they saw the apartment investment. This development would create a domino effect.

The consultant advised that the most common issue overlooked by government bodies after receiving an impediments study is to not take into account the disparities and the importance of zoning and land use to improve fair housing outcomes. She suggested the zoning ordinance must be flexible and provide

for middle housing. Mrs. Griffin followed with the importance of funding the update of the zoning ordinance to accomplish this goal.

A motion was made to adjourn the meeting by Councilor Gore, and seconded by Vice Mayor Partin. The motion passed unanimously. The meeting was adjourned at 8:01 p.m.

CITY OF HOPEWELL, VA
BOARD OF ZONING APPEALS
MEETING MINUTES
WEDNESDAY, FEBRUARY 23, 2022

A meeting of the Board of Zoning Appeals for the City of Hopewell was held on Wednesday, February 23, 2022 at 6:00 p.m. in City Council Chambers/City Council Board Room located at 300 North Main Street, Hopewell, Virginia.

Board of Zoning Appeals Members present:

Patricia Dostie, Chair
Ashley Epps, Vice-Chair
Jessie Spruill
Cassandra Vanderkeift

Staff Members present:

Tevya W. Griffin, Director of Development

Chairman Dostie called the meeting to order at 6:00 p.m. Mrs. Griffin conducted the roll call. There is a quorum present.

ADMINISTRATIVE MATTERS

Vice-Chairman Epps made a motion to accept October 20, 2021 minutes. Commissioner Vanderkeift seconded the motion. Motion passed 4-0.

No comments from citizens.

UNFINISHED BUSINESS

Mrs. Griffin gave an update on the Special Exception for 2510 Oaklawn Boulevard. The applicant has not come back with his nonprofit status and has not request to come back before the BZA. It is nothing in the state code that states how long an applicant can postpone a case.

PUBLIC HEARINGS

Opened at 6:03 p.m.

The City of Hopewell has received a Variance request from Arlin Griffin for an accessory structure in the front-side yard of 1404 Roanoke Avenue, also identified as Sub-Parcel # 047-1165.

An overview of the application was provided by Mrs. Griffin. The provisions of the Zoning Ordinance that are germane to this appeal was given.

Mrs. Vanderkeift asked the applicant why they bought the shed before finding out the zoning. Mr. Griffin advised he had no idea about the zoning. Mr. Spruill asked what the other structure was that they could see the top of on the property. Mr. Griffin advised it was a chicken coop.

Mrs. Griffin stated based on the information presented Staff recommends approval of the variance. The request fulfills Criteria 1-7 which is required in order to grant a variance request.

A motion was made by Vice-Chair Epps to approve the shed in the side yard. Commissioner Spruill seconded the motion. Motion passed 3-1 with Commissioner Vanderkeift voting nay.

NEW BUSINESS

None

REPORTS

Mrs. Griffin reported there are no cases for the month of March.

ADJOURN

Vice-Chairman Epps made a motion to adjourn the meeting at 6:25 p.m. Commissioner Vanderkeift seconded the motion.

Submitted by,

A handwritten signature in black ink, appearing to read "Patricia Dostie", written over a horizontal line.

Patricia Dostie Chairman

A handwritten signature in blue ink, appearing to read "Christopher Ward", written over a horizontal line.

Christopher Ward
Interim Director of Development

PUBLIC
HEARING

PH-1



CITY OF HOPEWELL CITY COUNCIL ACTION FORM

Strategic Operating Plan Vision Theme:

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

Order of Business:

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

Action:

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1st Reading
- Approve Ordinance 2nd Reading
- Set a Public Hearing
- Approve on Emergency Measure

COUNCIL AGENDA ITEM TITLE: Redistricting

ISSUE: Public Hearing to solicit input on the establishment of election districts, precincts, and polling places.

RECOMMENDATION: Staff recommends City Council conduct the public hearing and approve the ordinance establishing new election districts (wards) and polling places, including a centralized absentee precinct.

TIMING: Action is requested at the May 24, 2022 City Council meeting

BACKGROUND: The U.S. Bureau of the Census made the population data from Census 2020 available to allow for the reapportionment of voting districting. The Virginia Constitution and Code mandate decennial redistricting by local governments. City Council held a worksession on February 3, 2022 to begin the process of redistricting.

ENCLOSED DOCUMENTS:

- Ordinance Amending Chapter 13, Elections, of the Code of the City of Hopewell
- Proposed 2022 Ward Map
- Redistricting PowerPoint

STAFF:

John M. Altman, Jr., City Manager

SUMMARY:

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice-Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

David Thompson, GIS Manager

FOR IN MEETING USE ONLY

MOTION: _____

Roll Call

SUMMARY:

Y N

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice-Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7

AN ORDINANCE TO ESTABLISH ELECTION DISTRICTS; TO ESTABLISH PRECINCTS AND POLLING PLACES FOR ELECTION DISTRICTS; AND TO ESTABLISH A CENTRALIZED ABSENTEE PRECINCT.

BE IT ORDAINED by the City Council of the City of Hopewell, Virginia that:

Pursuant to the authorities contained in Title 24.2, Chapter 3 of the Code of Virginia, 1950, as amended, representation to City Council shall be by the election districts which are hereby created and established as set forth in this Ordinance. Further, pursuant to authorities contained in Title 24.2, Chapter 3 of the Code of Virginia, 1950 as amended, precincts and polling places for the respective election districts in the City of Hopewell are established as set forth in this ordinance.

Chapter 13

Elections

ARTICLE II. – ELECTION DISTRICTS

Section 13.21 – Establishment; names and boundaries generally.

In pursuance of authority conferred by Code of Virginia, ~~§ 24.1-36 et. seq.~~ Title 24.2, Chapter 3, art. 2.1, there are established seven (7) election districts in the city. The names and boundary lines of the elections districts so established shall be as provided in the following sections of this article.

Section 13.22 – First District

All that territory bound as follows:

Ward 1: Ward 1: Word by Word - Beginning at West Randolph Road (Route 10) and the northern Hopewell city limits south along the centerline of West Randolph Road to the Riverside Loop, then west along the centerline of the Riverside Loop to Riverside Avenue, then west along the centerline of Riverside Avenue to North 21st Avenue, then south along the centerline of North 21st Avenue to City Point Road, then ~~west east~~ along the centerline of City Point Road to South ~~24th-17th~~ Avenue, then south along the centerline of South ~~24th-17th~~ Avenue to Jackson Street, then east along the centerline of Jackson Street to South 17th Avenue, then south along the centerline of South 17th Avenue to Atlantic Street, then ~~west east~~ along the centerline of Atlantic Street to South 21st 9th Avenue, then ~~south north~~ along the centerline of South ~~21st 9th~~ Avenue to ~~an extension of South 21st Avenue~~ City Point Road, then ~~south along the centerline of South 21st Avenue extension to the CSX railroad line,~~ east along the centerline of the City Point Road to the intersection of North and South 6th Avenue, then north along the centerline of North 6th Avenue to West Broadway, then east along the centerline of West Broadway to the intersection of East Broadway and North Main Street, ~~then south along the centerline of the South 21st Avenue extension to the CSX railroad line,~~ then east along the centerline of the CSX railroad line to the Norfolk and Southern railroad line, ~~then north along the centerline of the~~

Norfolk and Southern railroad line to South 15th Avenue, then north along the centerline of South 15th Avenue to City Point Road, then east along the centerline of City Point Road to North Sixth Avenue, then north along the centerline of North Sixth Avenue to West Broadway, then east along the centerline of West Broadway to East Broadway, then east along the centerline of East Broadway to Kippax Street, then north along the centerline of Kippax Street to East Cawson Street, then east along the centerline of East Cawson Street to Marks Street, then south along the centerline of Marks Street to East Broadway, then continuing east along the centerline of East Broadway to Hopewell Street, then east south along the centerline of East Broadway Hopewell Street to the Norfolk and Southern railroad line, then west east along the centerline of the Norfolk and Southern railroad line to an extension of Williams Street, then south along the centerline of the extension of Williams Street to Poythress Run Creek, then east along the centerline of Poythress Run Creek to the eastern city limits along the James River, then north along the eastern city limits to the northern city limits at the Appomattox River, and west along the northern city limits to the point of origin.

Section 13.23 – Second District

All that territory bound as follows:

Ward 2: Beginning at the point where Poythress Run Creek enters the James River, west along the centerline of Poythress Run Creek to an extension of Williams Street, then north along the centerline of the Williams Street extension to the Norfolk and Southern railroad line, then north along the centerline of the Norfolk and Southern railroad line to East Broadway, then west along the centerline of East Broadway to Marks Street, then north along the centerline of Marks Street to East Cawson Street, then west along the centerline of East Cawson Street to Kippax Street, then south along the centerline of Kippax Street to East Broadway, then west along the centerline of East Broadway to West Broadway, then along the centerline of West Broadway to Sixth Avenue, then south along the centerline of Sixth Avenue to City Point Road, then west along the centerline of City Point Road to South 15th Avenue, then south along the centerline of South 15th Avenue to the Norfolk and Southern railroad line, then east along the centerline of the Norfolk and Southern railroad line to the extension of Highland Avenue, then south along the centerline of the extension of Highland Avenue to Highland Avenue, then south along the centerline of Highland Avenue to Winston Churchill Drive, then east along the centerline of Winston Churchill Drive to South First Avenue, then south along the centerline of South First Avenue to the extension of South First Avenue, then south along the centerline of the extension of South First Avenue, to its intersection with the CSX railroad line, then west along the centerline of the CSX railroad line to Winston Churchill Drive, then west along the centerline of Winston Churchill Drive to Arlington Road, then south along the centerline of Arlington Road to Dublin Street, then east along the centerline of Dublin Street, to Carolina Avenue, then south along the centerline of Carolina Avenue to Courthouse Road, then west along the centerline of Courthouse Road to Arlington Road, then south along the centerline of Arlington Road to Locust Street, then east along the centerline of Locust Street to Dellrose Drive, then north along the centerline of Dellrose Drive to the Dominion Virginia Power line, then north along the centerline of the Dominion Virginia Power line to an unnamed tributary creek of Bailey's Creek, then south along the centerline of the unnamed tributary creek of Bailey's Creek to the southern city limits at Bailey's Creek, then east along the southern

city limits at Bailey's Creek to the eastern city limits at the James River, then west along the centerline of the Norfolk Southern railroad line to Hopewell St, then north along the centerline of Hopewell St to East Broadway, then west to the intersection of West Broadway and East Broadway then west along the centerline of West Broadway to North 6th Avenue, then south along the centerline of North 6th Avenue to City Point Road, then west along the centerline of City Point Road to South 9th Avenue, then south along the centerline of South 9th Avenue to Atlantic Street, then west along the centerline of Atlantic Street to South 17th Avenue, then south along the centerline of South 17th Avenue to the intersection of South 17th Avenue, South 15th Avenue and Norfolk Street, then northeast along the centerline of the Norfolk Southern railroad line to the extension of Highland Avenue, then south along the centerline of Highland Street to Elm Street, then east along the centerline of Elm Street to Westover Avenue, then southeast along the centerline of the extension of Westover Avenue, to its intersection with Winston Churchill Drive, then southwest along the centerline of Winston Churchill Drive, then west along the centerline of Winston Churchill Drive to Arlington Road, then south along the centerline of Arlington Road to Dublin Street, then east along the centerline of Dublin Street, to Carolina Avenue, then south along the centerline of Carolina Avenue to Courthouse Road, then west along the centerline of Courthouse Road to Arlington Road, then east along the southern city limits at Bailey's Creek to the eastern city limits at the James River, then north along the eastern city limits at the James River to the point of origin.

Section 13.24 – Third District

All that territory bound as follows:

Ward 3: Beginning at Randolph Road (Route 10) and the northern Hopewell city limits south along the city limits to Riverside Avenue, then west along the centerline of Riverside Avenue to North 21st Avenue, then south along the centerline of North 21st Avenue to City Point Road, then east west along the centerline of City Point Road to South 24th Avenue, then south along the centerline of City Point Road to South 17th Avenue to Atlantic Street, 24th Avenue to Jackson Street, then east along the centerline of Jackson Street to 17th Avenue, then south southeast along the centerline of 17th Avenue to Atlantic Street to Pickett Street to South Mesa Drive, then south west along the centerline of South Mesa Drive Atlantic Street to the intersection of the CSX Railroad line, South 23rd Avenue, then north along the centerline of South 23rd Avenue to Bluefield Street, then northwest west along the centerline of Bluefield Street to the CSX railroad line, then north along the centerline of the CSX railroad line to the northern city limits along the Appomattox River, then east along the northern city limits to the point of origin.

Section 13.25 – Fourth District

All that territory bound as follows:

Ward 4: Beginning at the northern city limits and the CSX railroad line, then south along the centerline of the CSX railroad line to South Mesa Drive, then south along the centerline of South Mesa Drive to Jackson Farm Road, then west along the centerline of Jackson Farm Road to Cedar Level Road, then south along the centerline of Cedar Level Road to the Norfolk Southern railroad

line, then west along the centerline of the Norfolk Southern railroad line to and Danville Street, then east along the centerline of the extension of the southernmost Fire Lane Road of Hopewell High School to Westhill Road, then south along the centerline of Westhill Road to Jackson Farm Road, then south along the centerline of Cedar Level Road to Forest Avenue, then west along the centerline of Forest Avenue to the intersection of Cobblestone Drive, then south along the centerline of Cobblestone Drive to Cobblestone Parkway, then east along the centerline of Cobblestone Parkway to Cedar Level Road, then south along the centerline of Cedar Level Road to Burnham Drive, then west along the centerline of Burnham Drive to Perrymont Road, then south along the centerline of Perrymont Road to Gloucester Drive, then east along the centerline of Gloucester Drive to Bolling Drive, then south and east along the centerline of Bolling Drive to Cabin Creek Drive, then east along Cabin Creek Drive to Perrymont Road, then south along the centerline of Perrymont Road to the Norfolk Southern rail line, then west along the centerline of the Norfolk Southern rail line to the southbound lane of I-295 at the western city limits, then north along the western city limits, then north along the western city limits to the northern city limits at the Appomattox River, and then east along the northern city limits to the point of origin.

Section 13.26 – Fifth District

All that territory bound as follows:

Ward 5: Beginning at the intersection of Woodlawn Street and Cedar Level Road, east along the centerline of Woodlawn Street to Hanover Avenue, then north along the centerline of Hanover Avenue to Kenwood Street, then south along the centerline of Kenwood Street to Maple Street, then east along the centerline of Maple Street to Miles Avenue, then north along the centerline of Miles to the Norfolk and Southern railroad line, then east along the centerline of the Norfolk and Southern railroad line to the CSX railroad line, then north along the CSX railroad line to an extension of South 21st Avenue, then north along the extension of South 21st Avenue to South 21st Avenue, then north along the centerline of South 21st Avenue to Atlantic Street, then west along the centerline of Atlantic Street to South 23rd Avenue, then north along the centerline of South 23rd Avenue to Bluefield Street, then west along the centerline of Bluefield Street to the CSX railroad line, then north along the centerline of the CSX railroad line to South Mesa Drive, then south along the centerline of South Mesa Drive to Jackson Farm Road, then west along the centerline of Jackson Farm Road to Cedar Level Road and Ashland Street at the Norfolk Southern rail line, heading northeast along the centerline of the Norfolk Southern rail line to South 15th Avenue, then north along the centerline of South 15th Avenue to Norfolk Street, then southwest along the centerline of Norfolk Street to South 17th Avenue, then north along the centerline of South 17th Avenue to Atlantic Street, then southwest along the centerline of Atlantic Street to Pickett Street, then west along the centerline of the Pickett Street to South Mesa Drive, then south along the centerline of South Mesa Drive to the intersection of South Mesa Drive and Danville Street, then east along the centerline of the extension of the southernmost Fire Lane Road of Hopewell High School to Westhill Road, then south along the centerline of Westhill Road to Jackson Farm Road, then south along the centerline of the Cedar Level Road to Forest Avenue, then west along the centerline of Forest Avenue to the intersection of Cobblestone Drive, then south along the centerline of Cobblestone Drive to Cobblestone Parkway, then east along the centerline of Cobblestone Parkway to Cedar Level Road, then south along the centerline of Cedar Level Road to the point of origin.

Section 13.27 – Sixth District

All that territory bound as follows:

Ward 6: Beginning at the intersection of Winston Churchill Drive and South First Avenue, south along the centerline of South First Avenue to an extension of South First Avenue, then south along the centerline of the extension of South First Avenue to its intersection with the CSX railroad line, then west along the centerline of the CSX railroad line to Winston Churchill Drive, then west along the centerline of Winston Churchill Drive to Arlington Road, then south along the centerline of Arlington Road to Dublin Street, then east along the centerline of Dublin Street to Carolina Avenue, then south along the centerline of Carolina Avenue to Courthouse Road, then west along the centerline of Courthouse Road to Arlington Road, then south along the centerline of Arlington Road to Locust Street, then east along the centerline of Locust Street to Dellrose Drive, then north along the centerline of Dellrose Drive to the Dominion Virginia Power line, then north along the centerline of the Dominion Virginia Power line to an unnamed tributary creek of Bailey's Creek, then south along the centerline of the unnamed tributary creek of Bailey's Creek to the southern city limits at Bailey's Creek, then west along the southern city limits at Bailey's Creek to an unnamed tributary of Bailey's Creek, then north along the centerline of the unnamed tributary of Bailey's Creek to an extension of Glendale Street, then north along the centerline of the extension of Glendale Street to Glendale Street, then north along the centerline of Glendale Street to Courthouse Road, then east along the centerline of Courthouse Road to Miles Avenue, then north along the centerline of Miles Avenue to Winston Churchill Drive, then east along the centerline of Winston Churchill Drive to High Avenue, then north along the centerline of High Avenue to Western Street, then east along the centerline of Western Street to Elm Street, then east along the centerline of Elm Street to the CSX railroad line, then north along the centerline of the CSX railroad line to the Norfolk and Southern railroad line, then east along the centerline of the Norfolk and Southern railroad line to the Highland Avenue extension, then south along the centerline of the Highland Avenue extension to Highland Avenue, then south along the centerline of Highland Avenue to Winston Churchill Drive, then east along the centerline of Winston Churchill Drive Westover Avenue, heading southwesterly along the centerline of Winston Churchill Drive to Arlington Road, then south along the centerline of the Arlington Road to Dublin Street, then east along the centerline of Dublin Street to Carolina Avenue, then south along the centerline of Carolina Avenue to Courthouse Road, then west along the centerline of Courthouse Road to Arlington Road, then south along the centerline of Arlington Road to the city limits, then southwesterly along an unnamed tributary of Bailey's Creek, then west along the southern city limits at Bailey's Creek to an unnamed tributary of Bailey's Creek, then north along the centerline of Peterson Mill Road, then north along the centerline of Peterson Mill Road to Garland Avenue, then west along the centerline of Garland Avenue to Davis Lane, then north along the centerline of Davis Lane to Courthouse Road, then northeasterly along the centerline of Courthouse Road to Miles Avenue, then north along the centerline of Miles Avenue to the intersection of Miles Avenue and the Norfolk Southern rail line crossing, then northeast along the centerline of the Norfolk Southern rail line to the extension of Highland Avenue, then along the centerline of Highland Avenue to Elm Street, then northeast along the centerline of Elm Street to the point of origin.

Section 13.28 – Seventh District

All that territory bound as follows:

Ward 7: Beginning at the intersection of Cedar Level Road and Woodlawn Street, east along the centerline of Woodlawn Street to Hanover Avenue, then north along the centerline of Hanover Avenue to Kenwood Avenue, then south along the centerline of Kenwood Avenue to Maple Street, then east along the centerline of Maple Street to Miles Avenue, then north along the centerline of Miles Avenue to the Norfolk and Southern railroad line, then east along the centerline of the Norfolk and Southern railroad line to the CSX railroad line, then south along the centerline of the CSX railroad line to Elm Street, then west along the centerline of Elm Street to Western Street, then west along the centerline of Western Street to High Avenue, then south along the centerline of High Avenue to Winston Churchill Drive, then south along the centerline of Winston Churchill Drive to Miles Avenue, then south along the centerline of Miles Avenue to Courthouse Road, then west along the centerline of Courthouse Road to Glendale Street, then south along the centerline of Glendale Street to an extension of Glendale Street, then south along the centerline of the extension of Glendale Street to an unnamed tributary of Bailey's Creek, then south along the centerline of the unnamed tributary of Bailey's Creek to the southern city limits at Bailey's Creek, then west along the southern city limits at Bailey's Creek to Oaklawn Boulevard, then west along the southern right-of-way of Oaklawn Boulevard to the western city limits, then north along the western city limits to the Norfolk Southern railroad line, then east along the centerline of the Norfolk Southern railroad line Ashland Street at the Norfolk Southern rail line, heading northeast along the centerline of the Norfolk Southern rail line to Miles Avenue, then south along the centerline of Miles Avenue to Courthouse Road, then west along the centerline of Courthouse Road to Davis Lane, then south along the centerline of Davis Lane to Garland Avenue, then east along the centerline of Garland Avenue to Peterson Mill Road, then south along the centerline of Peterson Mill Road to the southern city limits to an unnamed tributary of Bailey's Creek, then southwesterly along the centerline of the unnamed tributary of Bailey's Creek to the southern city limits at Bailey's Creek, then west along the southern city limits at Bailey's Creek to an unnamed tributary of Bailey's Creek, then headed northwesterly to an extension of Old Iron Road, then north along the centerline of Old Iron Road to the intersection of Monroe Ave, then west along the southern city limits to the southbound centerline of I-295, then north along the southern city limits, then west along the city limits, then southwest along the city limits to Oaklawn Boulevard, then west along the southern city limits of Oaklawn Boulevard to the western city limits, then north along the western city limits to the Norfolk Southern railroad line, then east along the centerline of the Norfolk Southern railroad line to Perrymont Road, then northeasterly along the centerline of Perrymont Road to Cabin Creek Drive, then west along the centerline of Cabin Creek Drive to Bolling Drive, then westerly and north along the centerline of Bolling Drive to Gloucester Drive, then east along the centerline of Gloucester Drive to Perrymont Road, then north along the centerline of Perrymont Road to Burnham Drive, then east along the centerline of Burnham Drive to Cedar Level Road, then south along the centerline of Cedar Level Road to the point of origin.

Section 13.29 – Central Absentee Voter Precinct

The Central Absentee Voter Precinct (CAP) is located in the City of Hopewell Office of the Voter Registrar. The CAP is established for the purpose of processing absentee ballots for all elections in the City of Hopewell.

Section 13.30 – Voting Precincts and Polling Places Established.

One precinct is hereby established for each election district, and one polling place for each precinct and district plus one Centralized Absentee Precinct are as follows, which may be changed by resolution of the Board of Supervisors in accordance with applicable laws:

<u>Election District</u>	<u>Voting Precinct</u>	<u>Polling Places</u>
(1) <u>First Election District</u>	<u>Ward 1 Voting Precinct</u>	<u>Hopewell School Board Central Office</u>
(2) <u>Second Election District</u>	<u>Ward 2 Voting Precinct</u>	<u>Carter G. Woodson Middle</u>
(3) <u>Third Election District</u>	<u>Ward 3 Voting Precinct</u>	<u>Dupont Elementary</u>
(4) <u>Fourth Election District</u>	<u>Ward 4 Voting Precinct</u>	<u>Patrick Copeland Elementary</u>
(5) <u>Fifth Election District</u>	<u>Ward 5 Voting Precinct</u>	<u>Hopewell High</u>
(6) <u>Sixth Election District</u>	<u>Ward 6 Voting Precinct</u>	<u>Harry E. James Elementary</u>
(7) <u>Seventh Election District</u>	<u>Ward 7 Voting Precinct</u>	<u>Woodlawn Elementary</u>
(8) <u>All Election Districts</u>	<u>Central Absentee Voter Precinct</u>	<u>City of Hopewell Office of the Voter Registrar</u>

AND BE IT FURTHER ORDAINED THAT, should any section or provision of this Ordinance be decided to be invalid or unconstitutional, such decision shall not affect the validity or constitutionally of any other section or provision of this Ordinance.

AND BE IT FURTHER ORDAINED THAT, the City Registrar shall notify by mail no later than fifteen days, or such other time as is required by law, or regulation of the State Board of Elections, prior to the next general, special or primary election, which is scheduled to occur after the effective date of this Ordinance, all registered voters whose precinct and/or polling place has been changed by the provisions of this Ordinance.

AND BE IT FURTHER ORDAINED THAT any other Ordinances that conflict with this Ordinance shall be repealed to the extent necessary to give full force and effect to this Ordinance, but shall otherwise remain in full force.

AND BE IT FURTHER ORDAINED THAT should any portion of this Ordinance be found to be in violation of the law and therefore be declared invalid by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

BE IT FURTHER ORDAINED AND ENACTED, that this ordinance shall become effective immediately upon enactment or within 45 days of the completion of the public notification provisions required pursuant to Virginia Code § 24.2-129(B), (C), whichever shall occur later, and shall apply to elections held on or after January 1, 2022.

ADOPTED: This _____ day of _____ 2022.

AYES:

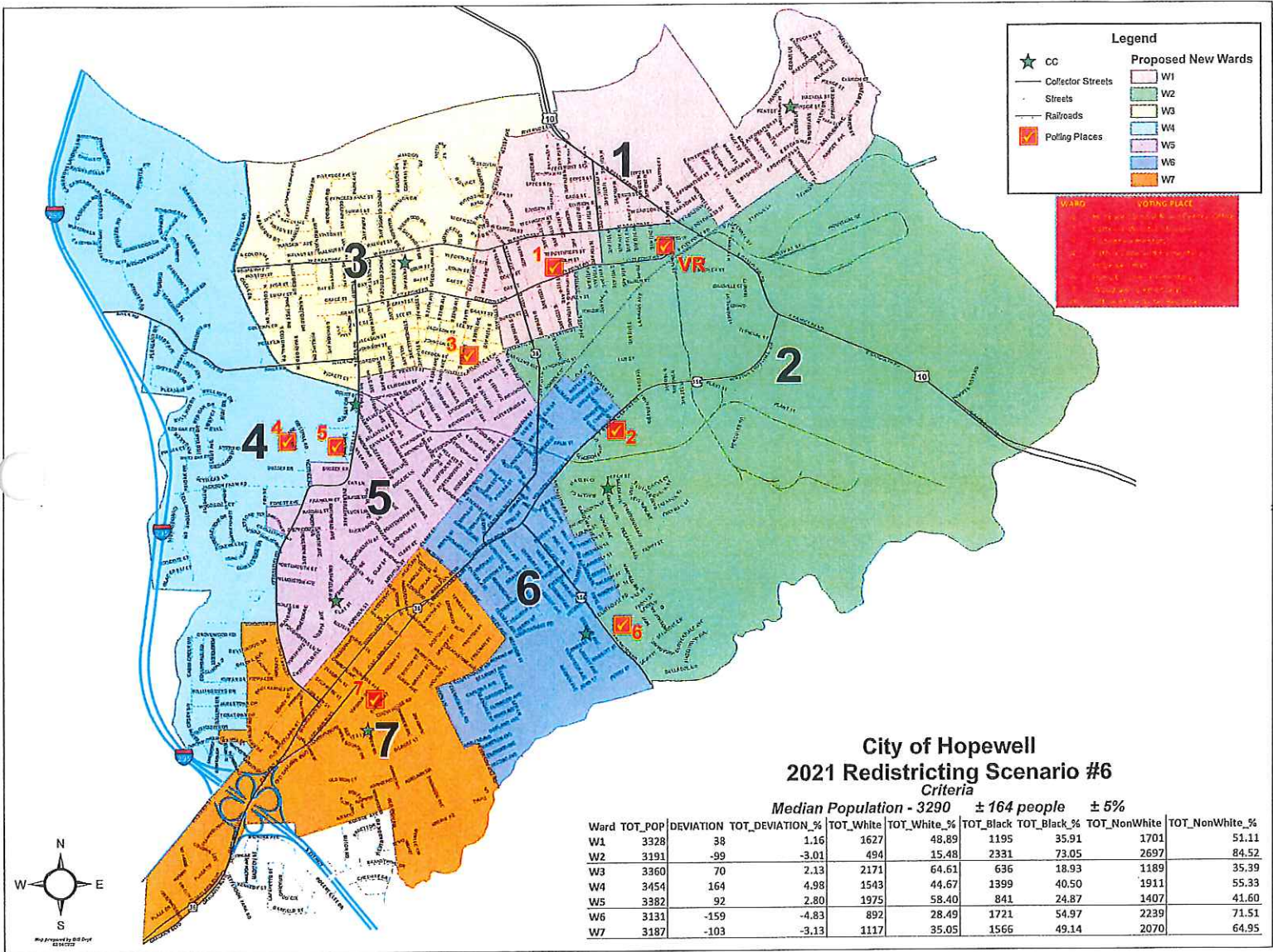
NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

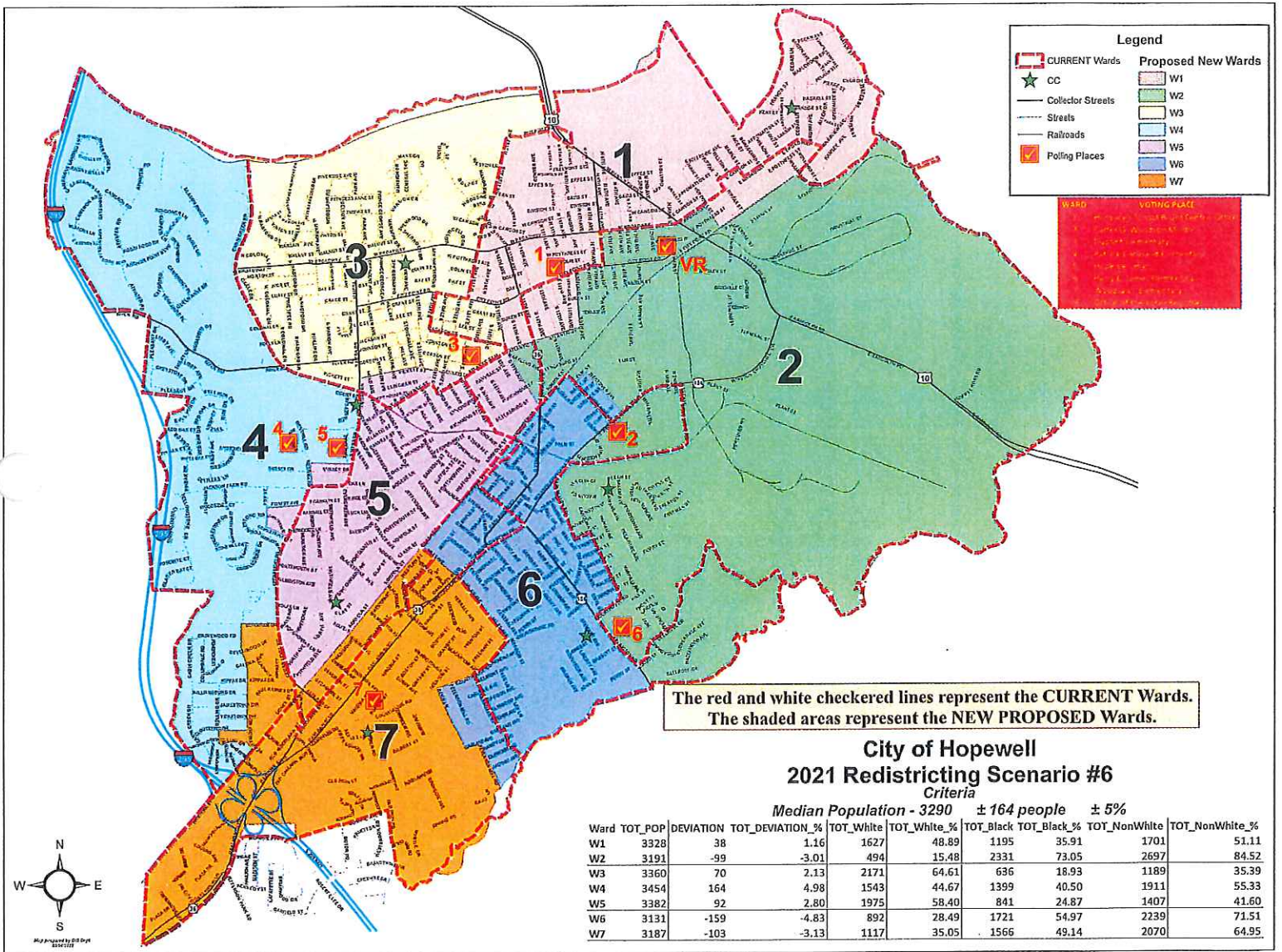
Clerk of the City Council of Hopewell, Virginia



**City of Hopewell
2021 Redistricting Scenario #6**

Criteria
Median Population - 3290 ± 164 people ± 5%

Ward	TOT_POP	DEVIATION	TOT_DEVIATION_%	TOT_White	TOT_White_%	TOT_Black	TOT_Black_%	TOT_NonWhite	TOT_NonWhite_%
W1	3328	38	1.16	1627	48.89	1195	35.91	1701	51.11
W2	3191	-99	-3.01	494	15.48	2331	73.05	2697	84.52
W3	3360	70	2.13	2171	64.61	636	18.93	1189	35.39
W4	3454	164	4.98	1543	44.67	1399	40.50	1911	55.33
W5	3382	92	2.80	1975	58.40	841	24.87	1407	41.60
W6	3131	-159	-4.83	892	28.49	1721	54.97	2239	71.51
W7	3187	-103	-3.13	1117	35.05	1566	49.14	2070	64.95



CITIZEN COMMENTS

BOARDS &
COMMISSIONS

REGULAR
BUSINESS

R-1



CITY OF HOPEWELL CITY COUNCIL ACTION FORM

Strategic Operating Plan Vision Theme:

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

Order of Business:

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

Action:

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1st Reading
- Approve Ordinance 2nd Reading
- Set a Public Hearing
- Approve on Emergency Measure

COUNCIL AGENDA ITEM TITLE:

FY 22 VDOT Revenue Sharing Program Reimbursements

ISSUE: In the current fiscal year, the City received reimbursement payments from VDOT for completing eligible projects under the terms of the agreement between the City and VDOT.

RECOMMENDATION: Staff requests Council authorization to appropriate the VDOT revenue sharing program reimbursements to the City's Capital Improvement Program (CIP).

TIMING: Staff requests Council action on May 24, 2022.

BACKGROUND: As stated above.

ENCLOSED DOCUMENTS:

- FY 21 and FY 20 Minutes Excerpt

STAFF:

Austin Anderson, City Engineer

FOR IN MEETING USE ONLY

MOTION: _____

Roll Call**SUMMARY:**

- | Y | N | | Y | N | |
|--------------------------|--------------------------|------------------------------------|--------------------------|--------------------------|----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor John B. Partin, Ward #3 | <input type="checkbox"/> | <input type="checkbox"/> | Mayor Patience Bennett, Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Jasmine Gore, Ward #4 | | | |

Vice Mayor Partin closed the Public Hearing.

Motion made by Councilor Randolph and seconded Vice Mayor Partin by to approve the Conditional Use Permit Request at 5113 Plaza Drive as presented.

ROLL CALL	Councilor Pelham	No
	Councilor Randolph	Yes
	Councilor Holloway	Yes
	Vice Mayor Partin	Yes
	Councilor Gore	Yes

Motion Passes – 4 – 1

REGULAR BUSINESS

R 1 – HUMMEL ROSS ROAD RECONSTRUCTION

This is a request to appropriate funds from the Hopewell Water Renewal Commission for the reconstruction of the Hummel Ross Road projects. The Commission at their last meeting approved appropriation of funding for the following items:

- 1) Appropriate \$251,550 from HWR Misc. Revenues to match the full construction award amount of \$1,294,000. The Commission approved this action on May 14, 2020.
- 2) Appropriate \$200,000 from HWR Misc. Revenues to extend the roadway reconstruction limits from Hummel Ross Rd to the HWR entrance. The Commission approved this action on January 26, 2021.
- 3) Appropriate \$160,000 from HWR Misc. Revenues to cover construction cost overruns and construction inspection and quality control services. The Commission approved this action on April 20, 2021.

It is a total of staff asking Council to appropriate \$611,550 from the miscellaneous revenues of Hopewell Water Renewal as approved by the Wastewater Renewal Commission at their May 14th meeting.

Motion made by Councilor Randolph and seconded by Vice Mayor Partin to approve the Hummel Ross Road Reconstruction and to use the Water Renewal Miscellaneous Revenue Funds in the amount of \$611,550.

ROLL CALL	Councilor Pelham	Yes
	Councilor Randolph	Yes
	Councilor Holloway	Yes
	Vice Mayor Partin	Yes
	Councilor Gore	Yes

Motion Passes – 5 – 0

R 2 – FY21 VDOT REVENUE SHARING PROGRAM REIMBURSEMENTS

This is an annual right-of-passage for getting our reimbursements back from VDOT for completing eligible projects. We reinvest these funds into other projects. Still working on neighborhood streets paved.

Motion made by Councilor Gore and seconded by Councilor Pelham approve the FY21 VDOT Revenue Sharing Program Reimbursement so that reimbursements to the Capital Improvement program will be used to advance future projects identified on the list of the City's VDOT Revenue Sharing Program and Payment Management Program.

ROLL CALL	Councilor Pelham	Yes
	Councilor Randolph	Yes
	Councilor Holloway	Yes
	Vice Mayor Partin	Yes
	Councilor Gore	Yes

Motion Passes -- 5 -- 0

R3 -- HOPEWELL COMMUNITY CENTER REPAIR

This is request to appropriate \$70,000 of part-time salary money to address severe corrosion of steel support columns in the pool area of the Community Center. Would still have plenty of money to care for part time wages, no risk of coming up short. The \$70,000 would be appropriated into a capital account that would then be used to address these repairs. If the project comes in under budget, we could divert the remaining funding to additional repair projects in the Community Center or it could be returned to the general fund with a close out of that capital account. Councilor Gore questioned why this was not part of the budget and is coming up now. What we need to do is secure the funding so that we can move forward with an assessment and utilize the existing funds for this year's budget. If the City Manager has the authority to have Mr. Reidmiller begin an assessment right now, why would we not go forward with that and pause with the creating capital budget, because that can be built into the budget to adopt and give him the funds then. If we allow Mr. Reidmiller to move forward with the \$70,000, whatever he doesn't spend or isn't appropriated or P.O'd by the end of the year would then fall back to the general fund at which time in July we would have to make a supplemental appropriation once the books are closed out. We would have to wait for the current year budget, those dollars to fall to the bottom line before we could re-appropriate them to the next budget year, if we take action this evening with a motion to transfer \$70,000 of part-time savings from the Dept. of Recreation budget to create a capital project in the capital fund then there is no action that would be necessary to deal with the \$70,000. Because that \$70,000 because it is a capital project, they don't fall to the bottom line and go back to the general fund at the end of the year, those funds move forward. We ask to establish the capital project and then we wouldn't have to take the action of re-appropriating the funds.

Motion made by Councilor Pelham and seconded by Councilor Randolph to approve a repurpose of \$70,000 of surplus part-time wage funding to the Departments Capital Project Budget for structural repairs to the Community Center

ROLL CALL	Councilor Pelham	Yes
	Councilor Randolph	Yes
	Councilor Holloway	Yes
	Vice Mayor Partin	Yes
	Councilor Gore	No

Motion Passes -- 4 -- 1

Bruce Allala of Ward 6 spoke in support of Hopewell becoming a 2A sanctuary city.

Joan Gosier, City Treasurer and Ward 6 resident, requested that educational information about the pros and cons of 2A be provided.

Bruce Allala spoke again to advise council that he was aware that the recent shootings were not from law-abiding citizens.

REGULAR BUSINESS

Reports of City Manager:

R-1 Presentation – VCU Performance Management Review Pilot: James Buke and Linda Pearce of VCU presented the results of their study of Fire & Rescue, Public Works and Recreation & Parks to Council. They said they would be studying Finance, Purchasing and Human Resources next. They also indicated that they would like to review the Police Department, as well.

MOTION TO EXTEND

Councilor Pelham moved to waive Council rules and to extend the meeting long enough to complete items R-3, R-5, R-6, R-7 and the items discussed in Closed Session. Her motion was seconded by Councilor Randolph. Upon the roll call, the vote resulted:

Vice Mayor Bennett	-	yes
Councilor Randolph	-	yes
Councilor Holloway	-	yes
Councilor Partin	-	yes
Mayor Gore	-	yes
Councilor Denton	-	yes
Councilor Pelham	-	yes

Motion passed 7-0

R-2 CAFR Update – This item was not included in the items to be heard and is therefore tabled.

R-3 FY20 VDOT Revenue Sharing Program Reimbursements – Johnny Butler, City Engineer, presented information to Council regarding this item. Councilor Partin moved to authorize to appropriate the VDOT Revenue Sharing Program reimbursements to the City’s Capital Improvement Plan to advance the list of current and future identified projects approved for the VDOT Revenue Sharing Program and the Pavement Managing Program. His motion was seconded by Councilor Randolph. Upon the roll call, the vote resulted:

Vice Mayor Bennett	-	yes
Councilor Randolph	-	yes
Councilor Holloway	-	yes
Councilor Partin	-	yes
Mayor Gore	-	yes
Councilor Denton	-	yes
Councilor Pelham	-	yes

Motion passed 7-0

R-2



CITY OF HOPEWELL
CITY COUNCIL ACTION FORM

Strategic Operating Plan Vision Theme:

- Civic Engagement
Culture & Recreation
Economic Development
Education
Housing
Safe & Healthy Environment
None (Does not apply)

Order of Business:

- Consent Agenda
Public Hearing
Presentation-Boards/Commissions
Unfinished Business
Citizen/Councilor Request
Regular Business
Reports of Council Committees

Action:

- Approve and File
Take Appropriate Action
Receive & File (no motion required)
Approve Ordinance 1st Reading
Approve Ordinance 2nd Reading
Set a Public Hearing
Approve on Emergency Measure

COUNCIL AGENDA ITEM TITLE:

FY 21 and 22 Right of Way Use Fee Revenue (SEGRA and Windstream Services)

ISSUE: The City received non-budgetary revenue from two (2) third party utility companies for occupying City right-of-way with underground and aerial fiber communication lines.

RECOMMENDATION: Staff requests Council authorization to appropriate the VDOT revenue sharing program reimbursements to the City's Pavement Management Program.

TIMING: Staff requests Council action on May 24, 2022.

BACKGROUND: As stated above.

ENCLOSED DOCUMENTS:

- MUNIS Account 071-479901-P0035 Right of Way Use Fee screenshot; Funding Memo

STAFF:

Austin Anderson, City Engineer

FOR IN MEETING USE ONLY

MOTION: _____

Roll Call

SUMMARY:

Table with columns Y, N and rows for Councilor Debbie Randolph, Councilor Arlene Holloway, Vice Mayor John B. Partin, Councilor Jasmine Gore, Councilor Janice Denton, Councilor Brenda Pelham, and Mayor Patience Bennett.

Memo

To: John M. Altman, Jr., City Manager
From: Austin Anderson, City Engineer
Date: May 18, 2022
Re: Right of Way Use Fee Revenue (SEGRA formerly LUMOS and Windstream Services)

During FY21 and FY22, the City received non-budgetary revenue from a two (2) third party communication companies as payment for right of way use fees. Engineering requests to appropriate this revenue to support the Spring/Summer 2022 pavement management program. Below is a summary of each payment and request:

1. On August 31, 2021, the City posted \$162,480 to account 071-479901-P0035 Right of Way Fee. This payment served as the SEGRA (formerly LUMOS) annual right of way use fees from 2017-2020 (four years). Moving forward, we will expect right of way use fees of approximately \$40,620 paid annually. Engineering requests to appropriate \$162,480 to MUNIS Account 71441073-508111-P0009 Pavement Management Program.
2. On May 10, 2021, the City posted \$39,666.25 to account 071-479901-P0035 Right of Way Fee. This payment served as the Windstream Services annual right of way use fee for 2020 (fiber optics network for Hopewell Public Schools). Engineering requests to appropriate \$39,666.25 to MUNIS Account 71441073-508111-P0009 Pavement Management Program.
3. On May 6, 2022, the City posted \$39,666.25 to account 071-479901-P0035. This payment served as the Windstream annual right of way use fee for 2020 (fiber optics network for Hopewell Public Schools). Engineering requests to appropriate \$39,666.25 to MUNIS Account 71441073-508111-P0009 Pavement Management Program.

Total request: FY21 - \$39,666.25

FY22 - \$202,146.25

Account

Fund	071	...	CAP/DEBT	Acct	071-00-0000-000-00
Org	071	...	CAP/DEBT	Acct name	MISCELLANEOUS RE
Object	479901	...	MISC REV	Type	Revenue
Project	P0035	...	RIGHT OF WAY FEE PROJ	Rollup	...
				Sub-Rollup	...
				MultiYr Fund	

4 YEAR COMPARISON

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2022/01	Fiscal Year 2022		Fiscal Year 2021	
Original Budget	.00		.00	
Transfers In	.00		.00	
Transfers Out	.00		.00	
Revised Budget	.00		.00	
Actual (Memo)	-202,146.25		-39,666.25	
Encumbrances	.00		.00	
Requisitions	.00			
Available	202,146.25		39,666.25	
Percent used	.00		.00	

R-3



CITY OF HOPEWELL CITY COUNCIL ACTION FORM

Strategic Operating Plan Vision Theme:

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

Order of Business:

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

Action:

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1st Reading
- Approve Ordinance 2nd Reading
- Set a Public Hearing
- Approve on Emergency Measure

COUNCIL AGENDA ITEM TITLE: Risk Assessment and Compliance Audit

ISSUE: Obtain the services of a firm to perform a risk assessment and compliance audit of key City financial and business processes.

RECOMMENDATION: Staff requests City Council to approve the RFP and direct staff to issue the solicitation on behalf of the City.

TIMING: Action is requested at the May 24, 2022 City Council meeting

BACKGROUND: The purpose of the request for proposals is to solicit professional services of qualified certified public accountants or accounting firms, auditors or auditing firms, or other individuals or entities qualified to perform a risk assessment and compliance audit for the City of Hopewell. This assessment includes review of the some of the City’s key financial and business processes in the Treasurer’s Office, the City’s Enterprise Funds, Department of Information Technology, and the Department of Finance and Payroll. The assessment will identify any areas of risk for fraud within the operation of these departments/agencies/offices, the likelihood of occurrence of fraud, and assess the effectiveness of internal controls and processes as related to regulatory and professional standards to execute the responsibilities of the department/agency/office.

ENCLOSED DOCUMENTS:

- RFP for Risk Assessment and Compliance Audit

STAFF:**SUMMARY:**

- | | | | | | |
|--------------------------|--------------------------|------------------------------------|--------------------------|--------------------------|----------------------------------|
| Y | N | | Y | N | |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice-Mayor John B. Partin, Ward #3 | <input type="checkbox"/> | <input type="checkbox"/> | Mayor Patience Bennett, Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Jasmine Gore, Ward #4 | | | |

John M. Altman, Jr., City Manager
Michael Terry, Director of Finance

FOR IN MEETING USE ONLY

MOTION: _____

Roll Call

SUMMARY:

Y N

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice-Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7



REQUEST FOR PROPOSAL
RISK ASSESSMENT AND
COMPLIANCE AUDIT SERVICES
CITY OF HOPEWELL

INVITATION: # **XX-22**

DATE: May 27, 2022

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not **later than 11:00 a.m. Thursday, June 30, 2022.**

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, three (3) copies, and a portable document format (pdf) version of the proposal shall be submitted to the City of Hopewell, Virginia.
2. Regardless of delivery method of proposal, the **outside** of each envelope must clearly indicate the following: *(If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860

Closing Date of Proposal: June 30, 2022
Risk Assessment and Compliance Audit Services
RFP # **XX-22**

3. Proposals by telephone, telegraph, or facsimile **will not** be accepted.
4. **ANY PROPOSAL RECEIVED AFTER 11:00 A.M. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

CITY OF HOPEWELL
RFP #XX-22 – Risk Assessment and Compliance Audit Services

Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia, and Section 2.2-4302.2 (Virginia Public Procurement Act) of the Code of Virginia.

All Proposals submitted must be signed by an individual authorized to bind the Offeror. Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell reserves the right to cancel the RFQ/RFP, to award in part or in whole, to waive all informalities, to reject any or all items of any proposal, or reject any and all proposals deemed to be in the City's best interest. The City may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/RFP. The City may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. The City shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this proposal.

The right is reserved to extend any resulting contract, for terms to be mutually negotiated and agreed upon.

If you desire not to quote on this invitation, please forward your acknowledgement of NO PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REMOVAL OF YOUR COMPANY'S NAME FROM THE QUALIFIED OFFEROR LIST.

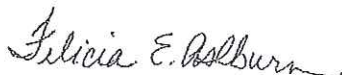
All proposals are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

The City reserves the right to be sole judge and to make the award in accordance with its own judgment as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Offeror and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

Proposal and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 17, 2017, as amended; a copy of which is available on the City's website (www.hopewellva.gov) under the tab GOVERNMENT, section LAWS/ORDINANCES. Click the link at the bottom of the page and click Chapter 2A-Procurement to view the Procurement Ordinance.



Felicia Ashburn
Acting Procurement Officer

CITY OF HOPEWELL
RFP #XX-22 – Risk Assessment and Compliance Audit Services

Please return the Proposals to the Office of the City Clerk, Second Floor, Municipal Building, 300 N. Main Street, Hopewell, Virginia 23860. Regardless of delivery method of Proposal, the **outside** of each envelope must clearly indicate the following: *(if Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):*

**Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Proposal: June 30, 2022
Risk Assessment and Compliance Audit Services
RFP # XX-22**

Note of Clarification:

All References to **BID** contained within this Invitation should be referred to as **PROPOSAL**.

NAME OF ORGANIZATION	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP CODE	EMAIL ADDRESS
NAME (TYPE OR PRINT)	OFFICIAL TITLE
SIGNATURE	DATE
STATE CORPORATION COMMISSION ID#	IRS I.D. #

INCLUDE THIS PAGE WITH YOUR PROPOSAL-IF THIS FORM IS NOT INCLUDED IN THE PROPOSAL, THE PROPOSAL WILL BE REJECTED.

State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned 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 require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror 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 Offeror’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 proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: **Print** _____

Title: _____

Name of Firm: _____

CITY OF HOPEWELL
RFP #XX-22 – Risk Assessment and Compliance Audit Services

I. PURPOSE:

This solicitation is issued by the Hopewell City Finance Department on behalf of the City of Hopewell, a political subdivision of the Commonwealth of Virginia, hereinafter referred to for convenience as the City.

The City of Hopewell is soliciting proposals to obtain the professional services of qualified certified public accountants or accounting firms, auditors or auditing firms, or other individuals or entities to perform a risk assessment and compliance audit for the City of Hopewell. This assessment includes review of the some of the City's key financial and business processes in various department/agencies/offices, including but not necessarily limited to: the Treasurer's Office, the City's Enterprise Funds, Department of Information Technology, and the Department of Finance and Payroll. The assessment should identify any areas of risk for fraud within the operation of these departments/agencies/offices, the likelihood of occurrence of fraud, and assess the effectiveness of internal controls and processes as related to regulatory and professional standards to execute the responsibilities of the department/agency/office.

For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror" or "Consultant".

The City of Hopewell reserves the right to award to more than one Offeror.

The City of Hopewell will select the firm(s) it determines will most closely satisfy the stated needs of the City. There is no requirement for acceptance of the lowest cost of service offered, and specific requirements may be waived or amended at the discretion of the City.

II. STATEMENT OF NEEDS/ SCOPE OF SERVICES:

The Services include without limitation the supply and delivery of professional expertise and judgment, materials, the provision of qualified professional staff, and technology and/or equipment to perform a comprehensive fraud risk assessment and compliance audit of key City financial operations and activities and related business processes. The findings from this assessment will be used to help shape and guide an internal audit program.

The Consultant will be responsible for assessing the risk of fraud and compliance with internal controls for the following operations:

- Treasurer's Office
- Information Technology
- Finance Department
- Payroll
- Enterprise Funds:
 - Hopewell Regional Wastewater Treatment Facilities Fund
 - Sewer Service Fund

CITY OF HOPEWELL
RFP #XX-22 – Risk Assessment and Compliance Audit Services

- Stormwater Fund
- Solid Waste Fund
- Beacon Theatre Fund

As part of this assessment, the Consultant will identify and document: business processes, inherent risks associated with those processes, the level of significance and likelihood of occurrence associated with the risk, and all internal controls in place, or needed, to minimize those risks. The assessment will also identify opportunities for improvement to address gaps in internal control. The assessment does not include testing the design, implementation and operating effectiveness of identified controls.

The City may require the Consultant to provide other similar services that are related though not expressly identified or described in this RFP.

The Consultant will provide, at a minimum, the following deliverables:

1. Documentation of each business process listed above. Documentation should include the following items:
 - a. A visual diagram illustrating key steps in the process. The diagram should identify, areas of risk, key controls, and personnel (by title or position only) involved in the process. Written documentation providing a narrative to supplement the visual diagram.
2. A completed fraud risk matrix for all identified fraud risks.
3. A report outlining findings, results, opportunities for improvement /recommendations for addressing gaps in internal control categorized by timeframe (short term, medium term, long term) and by priority (low, medium high), overall conclusions.
4. All draft copies of the deliverables shall be provided in digital versions. Digital files should be provided in their native, editable formats as well as un-editable formats suitable for distribution within the City.
5. The Consultant will identify any required information to complete the requested deliverables and will assume the City will commit staff time to provide this information.
6. The Consultant is required to provide deliverables that fulfill the Scope of Work, however it should be noted that the Scope of Work represents the City's preliminary vision for the assignment. Proponents are afforded the flexibility in their submissions to outline deliverables that may not be contemplated here but have been successful for other clients undertaking comparable projects. Any deviation in the proposal from the aforementioned Scope of Work and resulting deliverables must include a clearly and explicitly stated rationale for the deviation.

The services performed by the Consultant and the deliverables must be in accordance with standards set by a professional or regulatory body such as the International Standards for the Professional Practice of Internal Auditing.

The Services performed by the Consultant should be completed no later than October 28, 2022.

III. OFFEROR'S INSTRUCTION:

A. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Offerors may submit any questions or requests for additional information regarding the project in written format by Tuesday, June 14, 2022. All questions shall be directed to Felicia Ashburn fashburn@hopewellva.gov. A formal clarification will be sent out in writing to all known potential bidders.
2. Proposals must be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Procurement Officer requiring prompt submission of missing information and/or receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. 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 context. To facilitate an effective evaluation process, offerors are instructed to utilize the following format in preparing the proposal:
 - a. Proposals must include the following completed forms:
 - i. Signature Sheet
 - ii. State Corporation Commission Form
 - b. Proposal should be prepared on 8 ½ x 11 inch paper
 - c. Page margins must be at least one inch on all sides
 - d. Any type smaller than a 12-point font will not be accepted in proposal narratives
 - e. All acronyms must be defined
 - f. Submission of (1) original, and three (3) copies of the full proposal, plus one (1) electronic copy on a USB drive.
3. The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Hopewell. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. **Each copy of the proposal should be bound with all documentation in a single volume where practical.**

Responses must, in any event, contain the following information and be organized into separate chapters and sections using the format described below in order to provide each firm an equal opportunity for consideration.

- a. Statement of Qualifications
 1. Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.
 2. History of the firm, including number of years in business and size of firm.

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3. The approximate date the audit will begin (including preliminary fieldwork) and end including the approximate dates for delivery of the auditors' reports.
4. Resumes, including experience, of the individuals who will be assigned, relevant experience of each in auditing municipalities, and recent continuing professional education of each stating that they have met the requirements required by Government Auditing Standards, issued by the Comptroller General of the United States.
5. Reference letters from a minimum of five organizations, **preferably local government**, for which proposed staff has completed audits. Include names, addresses and telephone number of persons who may be contacted.
6. A copy of the report on the firm's most recent peer review and certification that Firm has met the peer review standards of the AICPA and Government Auditing Standards.
7. A statement by the Offeror that:
 - i. The firm is independent of the Owner, as that term is defined in the Ethical Rules of the AICPA.
 - ii. The firm and the partner assigned of the engagement are licensed to perform the audit as provided by the applicable laws of the Commonwealth of Virginia.
 - iii. The firm will provide adequate supervision of their field staff on a day-to-day basis.

b. Proposal

1. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed.
2. Proposals shall be signed by the authorized representative of the Offeror.
3. Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the RFP.
4. All expenses for making proposals to the City shall be incurred by the Offeror.
5. Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.
6. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within 3 days of the due date of the solicitation. All addenda must be acknowledged on the RFP Title Page. Notice of addenda will be posted on eVA and on the City of Hopewell procurement page www.hopewellva.gov. It is the offeror's responsibility to monitor the webpage for the most current addenda.

IV. PROPOSAL EVALUATION PROCESS:

The City of Hopewell shall appoint a Selection Committee to review and evaluate all proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed in Section V. The City of Hopewell may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process. Firms invited to the discussion should be prepared to have general discussions on non-binding estimates of cost to provide requested services. At the conclusion of the evaluation process, the City will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

V. PROPOSAL EVALUATION CRITERIA

The respondents will be evaluated on the following criteria:

1. 30 Points - Proven record of expertise and independence in the auditing/review of local governments' financial operations and related matters.
2. 20 Points - The assessment/review plan indicating an understanding of the work, how the audit work is to be performed, the timing of the audit work, and the assistance needed from the City.
3. 20 Points - Experience and professional qualifications of the assessment team, including applicable Virginia licensing requirements.
4. 20 Points - References from other governmental entities.
5. 10 Points - Overall completeness, clarity and quality of proposal.

The selection process shall be governed by and completed in accordance with the Hopewell City Procurement Ordinance. If any provision of this Request for Proposal shall be found to be inconsistent or in conflict with such policy or ordinance, the terms of the ordinance shall govern.

The City of Hopewell reserves the right to reject any or all proposals.

The City of Hopewell reserves the right to evaluate any sources of information available on a potential vendor.

VI. 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 the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. **This compliance includes obtaining a Hopewell business license, if required, before work is performed.**
- B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting

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Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will 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 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 non-discrimination clause.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
4. To provide a drug-free workplace for the contractor's employees.
5. 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

- C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local

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taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.

- D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.
- E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.
- F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.
- G. **CONTRACTOR'S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.
- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments

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occasioned thereby, or to cancel the contract.

- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors 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.
- M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia 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 the City of Hopewell, Virginia under said contract.
- N. **PAYMENT:** Payment by the City is due thirty (30) days after receipt of approved invoice unless otherwise specifically provided: subject to any discounts allowed. If an invoice requires modifications by the City, the thirty (30) day period begins after receipt of acceptable invoice.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

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To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- O. **PRECEDENCE OF TERMS:** Paragraphs A-N 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.
- P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **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 Purchasing Department and/or Contract Administrator may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract 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 Purchasing Department/Contract Administrator 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 to be done

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can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's and/or Contract Administrator's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor 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 the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, 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 Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. 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 in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the 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 contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.
- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.
- T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock 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 the City 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. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- U. **INSURANCE:** The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the

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City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$1,000,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.
6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

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The contractor shall have executed and delivered to the City copies of all insurance certificates.
Executed copies of the performance bond shall become a part of all copies of the contract.

VII. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- D. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. 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 effective date of cancellation.

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- F. **EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid/proposal. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.
- J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.
- K. **NEGOTIATION WITH THE LOWEST BIDDER (IF APPLICABLE):** Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the *Code of*

CITY OF HOPEWELL
RFP #XX-22 – Risk Assessment and Compliance Audit Services

Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.

- L. **TRADE SECRETS OR PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

R-4



CITY OF HOPEWELL CITY COUNCIL ACTION FORM

Strategic Operating Plan Vision Theme:

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

Order of Business:

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

Action:

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1st Reading
- Approve Ordinance 2nd Reading
- Set a Public Hearing
- Approve on Emergency Measure

COUNCIL AGENDA ITEM TITLE: Financial Audit Services Contract

ISSUE: Contract with Robinson Farmer Cox to provide financial audit services for FY19, FY20, FY21 and FY22

RECOMMENDATION: Staff requests City Council to approve the contract with Robinson Farmer Cox and authorize the City Manager to sign the contract on behalf of the City.

TIMING: Action is request at the May 24, 2022 City Council meeting

BACKGROUND: The Code of Virginia requires the City to have its accounts and records audited annually by an independent CPA (auditor or firm) in accordance with the specifications furnished by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia, *Specifications for Audits of Counties, Cities and Towns*, as of June 30, of each year. The audits 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 OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

June 30, 2015 fiscal year ended for the City; however, the annual audit (regular annual audit) was not completed until August 31, 2017 and respectfully the single audit was completed July 31, 2019; combine total of approximately 49 months or 4 years for audit completion of Fiscal Year 2015. Since the completion of the Fiscal Year 2015 audit, the City has endeavored to fulfill its responsibility and obligation to comply with the aforementioned Code of Virginia regarding annual audits. For the period of January 2018 to October 2021 (approximately 46 months or 3.8 years) the City has had it accounts and records audited for Fiscal Years 2016, 2017 and 2018.

SUMMARY:

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice-Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

PBMares performed the audits (regular annual audit) for Fiscal Years 2016 and 2017. Robinson Farmer Cox, performed the regular annual audit for Fiscal 2018 and the single audits for Fiscal Years 2016, 2017 and 2018.

City staff originally requested City Council to allow Robinson Farmer Cox to provide audit services for both the regular annual audit and single audit for Fiscal Years 2018, 2019 and with the option to extend audit services for Fiscal Years 2020 and 2021. Council approved Robinson Farmer Cox audit services (regular annual audit and single audit) for Fiscal Year 2018 only. Staff was advised to solicit a request for proposal from a qualified CPA firm to perform financial and compliance audit services for the City for Fiscal Years 2019, 2020, 2021 and 2022. The previous Fiscal Years 2019, 2020 and 2021 to be completed within eighteen (18) months from date of contract.

City Staff issued a request for proposal for Financial Audit Services dated November 04, 2021; with a response due date of December 02, 2021. Staff determined the Robinson Farmer Cox audit proposal met the City's request for Financial Audit Services. At the January 25, 2022, City Council authorized the City Administration to negotiate a contract with Robinson Farmer Cox to complete the FY19, FY20, FY21, and FY22 audits.

ENCLOSED DOCUMENTS:

- Contract with Robinson Farmer Cox for Financial Audit Services
- Robinson Farmer Cox submission to RFP 10-22
- Robinson Farmer Cox Engagement Letter
- Robinson Farmer Cox Fee Schedule

STAFF:

John M. Altman, Jr., City Manager
Michael Terry, Director of Finance

FOR IN MEETING USE ONLY

MOTION: _____

Roll Call

SUMMARY:

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice-Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			



**CONTRACT FOR PROFESSIONAL SERVICES
FINANCIAL AUDIT SERVICES
RFP #10-22
CITY OF HOPEWELL, VIRGINIA**

This contract entered into on this ___ day of May 2022 by and between **Robinson, Farmer, Cox Associates, PLLC (the "Contractor")**, and the **CITY OF HOPEWELL, VIRGINIA (the "City")**.

WHEREAS, pursuant to its Procurement Procedures, the City solicited proposals for a financial auditor for the City (**the "Request"**);

WHEREAS, the Contractor has submitted a proposal to perform the services requested in the Request (**the "Proposal"**);

WHEREAS, the City has selected the Contractor to perform the services requested in the Request;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The Request for Proposals (RFP#10-22) and its attachments are attached as Exhibit A (**the "Request"**) and made a part hereof, to include the City's General Terms and Conditions (**the "General Terms"**) and Special Terms and Conditions (**the "Special Terms"**) which are incorporated as part of Exhibit A, (**Collectively the Request, General and Special Terms constitute the "Requirements"**). The terms and conditions contained in the Contractor's Proposal in response to RFP #10-22, and the Engagement Agreement are hereby incorporated by reference in this Contract as Exhibit B (**Collectively constitute the "Proposal"**). Any other provision of this contract notwithstanding, if any discrepancies arise between the Requirements and the Proposal, the Contractor agrees to abide by the Requirements and the documents incorporated into the Requirements.
2. **Time of Performance.** The Contractor agrees to complete all work pursuant to the Requirements and the Proposal within the timeframe included in Exhibit A from the date of this Contract. Time is of the essence and of the utmost importance in this Contract.
3. **Costs.** Contractor agrees to perform an Annual Financial Audit in accordance with the Requirements and Proposal, and the Fee Schedule, incorporated as Exhibit C, (**the "Contract Price"**). Actual billing shall be broken down by task with the actual number of hours spent on each task and shall not exceed the Contract Price except as allowed in this paragraph. If at any time during performance of this Contract, the Contractor

reasonably anticipates an increase in costs or otherwise reasonably anticipates that costs may exceed the Contract Price, the Contractor agrees to notify the City and await written authorization for an increase in cost or fees, prior to incurring same beyond the Contract Price. Payment shall be made within thirty (30) days of receipt of invoice for completion of work during the invoicing period.

4. **Notices.** Any required notices shall be given in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of the same in the U.S. mails with postage prepaid at the addresses set forth below or upon actual receipt.
5. **General Terms and Conditions.** The Contractor agrees to procure and maintain during the term of this Contract, insurance as shown on the attached certificate which meets all of the City's requirements as set forth in the General Terms attached to and incorporated into this Contract. The Certificate of Insurance is attached and incorporated into this Contract as Exhibit D. All other provisions of the General Terms are included as part of this Contract.
6. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia (exclusive of its conflict of laws provisions). Venue for any action arising out of the performance of this Contract shall be in a state or federal court with jurisdiction in the City of Hopewell, Virginia. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning, nor effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provisions were not included therein.
7. **Copies.** A total of twenty-five (25) bound copies and an electronic version (Adobe Acrobat Portable Document Format) of the final Annual Financial Audit will be provided to the City by the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Robertson Farmer Cox

By: _____

Title: _____

Address: 530 Westfield Road
Charlottesville, VA 22901
(434) 973-8314

Attest: _____

Title: _____

CITY OF HOPEWELL, VIRGINIA

By: _____

John M. Altman, Jr.
City Manager

Approved as to Form:

By: _____

Cynthia E. Hudson
Interim City Attorney



REQUEST FOR PROPOSALS
FINANCIAL AUDIT SERVICES
CITY OF HOPEWELL

INVITATION: # 10-22

DATE: November 04, 2021

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building 300 North Main Street, Hopewell, Virginia 23860 until, but not later than **11:00 a.m. Thursday, December 2, 2021.**

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, three (3) copies, and a portable document format (pdf) version of the proposal shall be submitted to the City of Hopewell, Virginia.
2. Regardless of delivery method of proposal, the **outside** of each envelope must clearly indicate the following: *(If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):*

Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Proposal: December 2, 2021
Financial Audit Services
RFP # 10-22

3. Proposals by telephone, telegraph, or facsimile **will not** be accepted.
4. **ANY PROPOSAL RECEIVED AFTER 11:00 A.M. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia, and Section 2.2-4302.2 (Virginia Public Procurement Act) of the Code of Virginia.

All Proposals submitted must be signed by an individual authorized to bind the Offeror. Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell reserves the right to cancel the RFQ/RFP, to award in part or in whole, to waive all informalities, to reject any or all items of any proposal, or reject any and all proposals deemed to be in the City's best interest. The City may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/RFP. The City may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. The City shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this proposal.

The right is reserved to extend any resulting contract, for terms to be mutually negotiated and agreed upon.

If you desire not to quote on this invitation, please forward your acknowledgement of NO PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REMOVAL OF YOUR COMPANY'S NAME FROM THE QUALIFIED OFFEROR LIST.

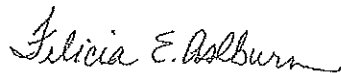
All proposals are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

The City reserves the right to be sole judge and to make the award in accordance with its own judgment as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Offeror and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

Proposal and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 17, 2017, as amended; a copy of which is available on the City's website (www.hopewellva.gov) under the tab GOVERNMENT, section LAWS/ORDINANCES. Click the link at the bottom of the page and click Chapter 2A-Procurement to view the Procurement Ordinance.



Felicia Ashburn
Acting Procurement Officer

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

Please return the Proposals to the Office of the City Clerk, Second Floor, Municipal Building, 300 N. Main Street, Hopewell, Virginia 23860. Regardless of delivery method of Proposal, the outside of each envelope must clearly indicate the following: *(if Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):*

Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Proposal: December 2, 2021
Financial Audit Services
RFP # 10-22

Note of Clarification:

All References to **BID** contained within this Invitation should be referred to as **PROPOSAL**.

NAME OF ORGANIZATION	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP CODE	EMAIL ADDRESS
NAME (TYPE OR PRINT)	OFFICIAL TITLE
SIGNATURE	DATE
STATE CORPORATION COMMISSION ID#	IRS I.D. #

INCLUDE THIS PAGE WITH YOUR PROPOSAL-IF THIS FORM IS NOT INCLUDED IN THE PROPOSAL, THE PROPOSAL WILL BE REJECTED.

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned 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 require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror 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 Offeror’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 proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

I. PURPOSE:

The City of Hopewell is soliciting proposals from qualified firms to obtain the services of qualified certified public accountants/auditors to perform a financial and compliance audit for the City of Hopewell, for Fiscal Years 2019, 2020, 2021, and 2022. The previous Fiscal Years 2019, 2020, and 2021 to be completed within eighteen (18) months from date of contract. This includes the governmental activities, business type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information.

This solicitation is issued by the Hopewell City Finance Department on behalf of the City of Hopewell, Hopewell City School Board and the Hopewell Department of Social Services, political subdivisions of the Commonwealth of Virginia, herein after referred to for convenience as “Owner”.

For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as “auditor” or “firm”. “CPA” shall mean Auditor’s CPA.

The City of Hopewell reserves the right to award to more than one Offeror.

The City of Hopewell will select the firm(s) who they determine most closely satisfies the needs of the City. There is no requirement for acceptance of the lowest cost of service offered, and specific requirements may be waived or amended at the discretion of the City.

II. STATEMENT OF NEEDS/ SCOPE OF SERVICES:

A. Contractor’s Qualifications

1. During the term of this contract the Auditor shall be licensed to perform the audit as provided in the applicable laws of the Commonwealth of Virginia. The Auditor shall also be independent as that term is defined in the Ethical Rules of the AICPA.
2. The Auditor shall comply with the requirements of qualifications as contained in the Government Auditing Standards issued by the Comptroller General of the United States.
3. The Auditor will be required to have significant experience with Local City Governments.

B. Specific Requirements: The awarded firm shall:

1. Audit the Financial Statements

Audit the financial statements of the City of Hopewell as a whole and it’s discretely presented component unit, Hopewell City Public Schools, in accordance with generally accepted auditing standards. The audit shall result in the preparation of financial statements from the audited records of the Owner by the Auditors with the Auditors’ opinion and notes thereon. The Auditors’ opinion shall be unmodified unless the Auditor furnishes to the Owner on a timely

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

basis, reasons for qualifying the opinion, disclaiming an opinion or rendering an adverse opinion.

The Code of Virginia requires the Owner to have all of its accounts and records audited annually by an independent CPA in accordance with the specifications furnished by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia, *Specifications for Audits of Counties, Cities and Towns*, as of June 30 of each year. 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 OMB Circular A- 133, *Audits of States, Local Governments and Non Profit Organizations*. It will include tests of accounting records, a determination of major programs in accordance with Circular A-133 and other procedures necessary in order to express an opinion and render the required reports. The Owner is required to submit its Annual Comprehensive Financial Report (ACFR) to the APA by the following December 15. The CPA shall present a detailed written report to the local governing body at public session by the following January 31.

2. Prepare the APA Comparative Report Transmittal Forms and provide Agreed-upon Procedures.

Prepare the City's Comparative Report Transmittal Forms on behalf of the Owner in compliance with the requirements of the *Uniform Financial Reporting Manual (UFRM)* and provide certain "agreed upon procedures" as set forth in the APA's *Specifications for Audits of Counties, Cities and Towns*. The Owner is required to submit its Comparative Report Transmittal Forms to the APA by December 15.

3. Prepare the Schedule of Expenditures of Federal Awards and Data Collection Form (Federal Grants Audit)

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, and the *Specifications for Audits of Counties, Cities and Towns* issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The CPA shall prepare the Schedule of Expenditures of Federal Awards for the primary government and discretely presented component units and the Data Collection Form required by OMB Circular A-133 by December 15 for submission by the Owner to the Federal Audit Clearinghouse as part of its Reporting Package.

4. Internal Controls

In connection with the audit of the financial statements, the Auditor shall consider, test, and report on internal controls in accordance with *Generally Accepted Auditing Standards (GASS)*, *Government Auditing Standards*, OMB Circular A-133, *Audits of State Local Governments*, and the *Specifications or Audits of Counties, Cities and Towns*. It is understood that in performing these tests of controls, the Auditor shall visit the following areas during the course

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

of the audit: Information Technology, Finance, Treasurer, School Board, Social Services, and other areas as required. Non-reportable conditions discovered by the Auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

5. Compliance Auditing

In connection with the audit of the financial statements, the Auditor shall 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 (as required)

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

7. GFOA Certificate of Achievement for Excellence in Financial Reporting – Checklist

Provide special assistance to the Owner in order for it to continue to meet the requirements of the Government Finance Officers' Association of the United States and Canada (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" Process. Provide the Owner a formal review of the Owner's ACFR against the GFOA certificate program checklist prior to finalizing the ACFR.

8. Supplemental Schedules and Statistical Schedules

The Auditor is to also provide "an in-relation-to" opinion on the supporting schedules based on the audit procedures applied during the audit of the general purpose financial statements and the combined and individual fund financial statements and schedules. This includes the statements of the Treasurer's accountability, the analysis of funding progress for pension plans, the schedule of federal assistance, Budgetary Comparison Schedules and the Management's Discussion and Analysis Statement.

9. Cost Allocation Plan

The Auditor shall be responsible for calculating indirect costs and submitting appropriate reports to the state as part of the cost allocation plan involving reimbursable cost from the Department of Social Services.

10. School Funds

The audit of the School Cafeteria Funds shall be included in the audit of the Owner's financial statements.

11. Internal Controls and Management Recommendation Letters

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

The Auditor shall issue a report on internal controls to the Owner containing recommendations to strengthen internal controls should such be necessary. The Auditor shall issue a report to the Finance Director for any minor internal control issues or recommendations to improve procedures.

12. Annual Meeting – New Financial Reporting Standards and Audit Findings

Meet annually in the late winter or early spring to plan for the upcoming year-end and ACFR preparation. Provide the Owner with a formal presentation of the financial reporting standards and the specific impact on the City and any component units. Specifically address any new Governmental Accounting Standards Board (GASB) Statements and any applicable Financial Accounting Standards Board (FASB) statements. The Auditor shall inform the City of any difficulties encountered in performing the audit and significant audit adjustments.

13. Attend City Council Meeting

Before December 31 of each year, attend the City Council meeting to present the results of the audit.

14. Additional Meetings

In addition to the annual meeting and the City Council meeting, the selected Auditor shall meet with the Finance Director and members of his accounting staff before the preliminary work and at the end of the fieldwork. The purpose of these meetings is to keep the Owner fully informed on the scope and progress of the audit.

15. Technical Assistance

From time to time during the contract period, the Auditor will provide assistance, advice, or recommendations regarding new or unusual accounting procedures. This assistance will be provided in a timely manner and will generally be requested on an informal basis as the need arises.

16. Required Reports

Following the completion of the audits of each fiscal year's financial statements, the Auditor shall:

- a. Issue a report on the fair presentation of the Basic Financial Statements as presented in the Owner's ACFR in conformity with Generally Accepted Accounting Principles.
- b. The Auditor shall also be responsible for performing certain limited procedures involving the Management's Discussion and Analysis (MD&A) and Required Supplementary Information (RSI) required by GASB as mandated by Generally Accepted Accounting Audit Standards (GAAS).
- c. 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

CITY OF HOPEWELL
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Awards.

- d. Issue a report on the 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 shall describe the scope of testing of internal controls and the results of the tests, and, where applicable, refer to the separate Schedule of Findings and Questioned Costs.
- e. 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 shall 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 shall also include an opinion as to whether the Owner 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. Issue a report on compliance with the general requirements applicable to federal assistance programs. The Auditor shall communicate all instance 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. 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 shall 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 shall reference the Schedule in his report on compliance.
- h. Issue a Schedule of Findings and Questioned Costs prepared in accordance with the requirements of OMB Circular A-133.
- i. Issue a report on compliance and internal controls which shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.
- j. Issue a report summarizing compliance matters tested in accordance with the Uniform Financial Reporting Manual.
- k. Issue a report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. This report shall be forwarded to the Finance Director for submission with the forms to the Auditor of Public Accounts.
- l. Issue a separate opinion on the Basic Financial Statements to be used by the Owner as part of its Official Statements in debt offerings. (as required)
- m. Issue two letters regarding internal control and operations, one addressed to the City

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Council and one addressed to the Finance Director.

- 1) The “Management Letter”, addressed to the Finance Director, shall state the existence or non-existence of situations that lack the significance to be designated as reportable conditions as well as opportunities to improve revenues, decrease costs, improve efficiency, improve management information etc.
 - 2) These letters shall encompass the primary government as well as its Component Units. All findings that are candidates for inclusion in either of these letters must be discussed with the responsible Department Head or his/her designee and the appropriate contact person.
 - 3) Initial drafts of all findings shall be provided to the Finance Director at the conclusion of the interim fieldwork phase of the audit, but not later than June 30. Final drafts of the finding shall be provided to the City Manager at the conclusion of the audit fieldwork, but not later than November 1. The letters shall be issued in final form no later than December 1.
- n. The Auditor shall make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the:
- City Council
 - Hopewell City School Board
 - City Manager
 - Superintendent of Schools
 - Director of Finance
 - City Treasurer
 - Director of Social Services

17. Report Preparation and Presentation

The Auditor will be responsible for ACFR preparation, editing and printing. The Auditor shall furnish the audit opinion and required compliance reports necessary for the production of the ACFR.

The Auditor shall provide to the Hopewell City Public Schools’ Director of Finance ten (10) copies of the complete financial statement and report for all schools Student Activity Funds and an extract report for each school Student Activity Fund not later than September 1 of each year.

The Auditor shall present the Annual Comprehensive Financial Report to the Owner at a public session as required by Section 15.1-167 of the Code of Virginia.

18. Submission of Report to the APA

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The Auditor will submit three (3) copies of the ACFR to the Auditor of Public Accounts by December 15 of each year in accordance with Section 15.1-166 of the Code of Virginia.

19. Submission of Reports to Federal and State Agencies

The Owner will be responsible for submitting copies of the ACFR to appropriate state and federal agencies.

20. Submission of Transmittal Forms to the APA

The Auditor shall submit one copy of the Comparative Report Transmittal Forms, including his report thereon, to the Auditor of Public Accounts by December 15 following the end of the fiscal year. The Auditor shall prepare the Comparative Report Transmittal Forms for accuracy and compliance with APA's UFRM by December 15 for Finance Department Review. The Auditor shall issue the related "agreed upon procedures" transmittal letter as required by the APA not later than December 15. The Auditor shall file the reports electronically with the APA by the December 15 deadline.

21. Submission of Reports to GFOA

The Owner will submit the ACFR to the Government Finance Officers' Association for review for the Certificate of Excellence in Financial Reporting. The auditor shall review the ACFR using the GFOA checklist prior to the Owner's submission and provide the City's Finance Department with comments for correction prior to December 1.

22. GASB/FASB Pronouncements

The Auditor will undertake to keep the Owner fully informed as to new GASB and FASB pronouncements. The Auditor shall formally report to the Finance Department staff any new financial reporting requirements and the specific impact on the Owner's financial statements. If the Owner encounters any difficulties in implementing and complying with the specific reporting requirements mandated by the GASB or FASB, the Owner may request the Auditor's assistance to enable it to comply with these reporting requirements.

23. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Owner of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the Owner.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting

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significance.

24. Field Audit Schedule Deadlines

The Auditor shall have completed the preliminary field audit no later than June 10 and the final field audit no earlier than September 15 and no later than October 10. The Auditor shall provide a detailed audit plan and a list of all schedules to be prepared by the City by July 1.

25. Additional Services

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

C. Owner Responsibilities

The Finance Department has the responsibility for maintaining the general accounts of the Owner. The Finance Department is the central oversight and coordinating agency for the City-wide audit of the financial statements. The Finance Director is the Audit Coordinator for the City. The Finance Department will provide all information required for the Auditor to perform their duties. The Owner will also provide space in Owner facilities for Auditors to perform on-site work.

D. Term of Engagement

A four (4) year contract, with the option to renew for one (1) additional year, is contemplated, subject to the annual review and recommendation of the City of Hopewell, the satisfactory negotiation of terms (including a price acceptable to both the City of Hopewell and the selected firm) and the annual availability of an appropriation.

III. OFFEROR'S INSTRUCTION:

A. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Offerers may submit any questions or requests for additional information regarding the project in written format by Tuesday 11/16/2021 at 5:00PM. All questions shall be directed to Felicia Ashburn fashburn@hopewellva.gov. A formal clarification will be sent out in writing on 11/22/2021, to all known potential Offerors.
2. Proposals must be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Procurement Officer requiring prompt submission of missing

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information and/or receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. 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 context. To facilitate an effective evaluation process, offerors are instructed to utilize the following format in preparing the proposal:

- a. Proposals must include the following completed forms:
 - i. Signature Sheet
 - ii. State Corporation Commission Form
 - b. Proposal should be prepared on 8 ½ x 11 inch paper
 - c. Page margins must be at least one inch on all sides
 - d. Any type smaller than a 12-point font will not be accepted in proposal narratives
 - e. All acronyms must be defined
 - f. Submission of (1) original, and three (3) copies of the full proposal, plus one (1) electronic copy on a USB drive.
3. The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Hopewell. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. **Each copy of the proposal should be bound with all documentation in a single volume where practical.**

Responses must, in any event, contain the following information and be organized into separate chapters and sections using the format described below in order to provide each firm an equal opportunity for consideration.

- a. Statement of Qualifications
 1. Signature sheet and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.
 2. History of the firm, including number of years in business and size of firm.
 3. The approximate date the audit will begin (including preliminary fieldwork) and end including the approximate dates for delivery of the auditors' reports.
 4. Resumes, including experience, of the individuals who will be assigned, relevant experience of each in auditing municipalities, and recent continuing professional education of each stating that they have met the requirements required by Government Auditing Standards, issued by the Comptroller General of the United States.
 5. Reference letters from a minimum of five organizations, **preferably**

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local government, for which proposed staff has completed audits. Include names, addresses and telephone number of persons who may be contacted.

6. A copy of the report on the firm's most recent peer review and certification that Firm has met the peer review standards of the AICPA and Government Auditing Standards.

7. A statement by the Offeror that:

- i. The firm is independent of the Owner, as that term is defined in the Ethical Rules of the AICPA.
- ii. The firm and the partner assigned of the engagement are licensed to perform the audit as provided by the applicable laws of the Commonwealth of Virginia.
- iii. The firm will provide adequate supervision of their field staff on a day-to-day basis.

b. Proposal:

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed.

4. Proposals shall be signed by the authorized representative of the Offeror.

5. Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the RFP.

6. All expenses for making proposals to the City shall be incurred by the Offeror.

7. Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.

8. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within 3 days of the due date of the solicitation. All addenda must be signed and submitted with proposal. Notice of addenda will be posted on eVA. It is the offeror's responsibility to monitor the webpage for the most current addenda.

IV. PROPOSAL EVALUATION PROCESS:

The City of Hopewell shall appoint a Selection Committee to review and evaluate all

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proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed in Section V. The City of Hopewell may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process. Firms invited to the discussion should be prepared to have general discussions on non-binding estimates of cost to provide requested services. At the conclusion of the evaluation process, the City will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

V. PROPOSAL EVALUATION CRITERIA

The respondents will be evaluated on the following criteria:

1. 30 Points - Proven record of expertise and independence in the auditing of local governments.
2. 20 Points - The audit plan indicating an understanding of the work, how the audit work is to be performed, the timing of the audit work, and the assistance needed from the City.
3. 20 Points - Experience and professional qualifications of the audit team, including applicable Virginia licensing requirements.
4. 20 Points - References from other governmental entities.
5. 10 Points - Overall completeness, clarity and quality of proposal.

The selection process shall be governed by and completed in accordance with the Hopewell City Procurement Ordinance. If any provision of this Request for Proposal shall be found to be inconsistent or in conflict with such policy, the terms of the ordinance shall govern.

The City of Hopewell reserves the right to reject any or all proposals.

The City of Hopewell reserves the right to evaluate any sources of information available on a potential vendor.

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VI. 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 the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. **This compliance includes obtaining a Hopewell business license, if required, before work is performed.**
- B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offers certify to the City that they will conform to 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, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will 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 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 non-discrimination clause.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
4. To provide a drug-free workplace for the contractor's employees.
5. 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

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For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

- C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.
- D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney’s fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.
- E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.
- F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.
- G. **CONTRACTOR’S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.
- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any

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kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors 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.
- M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia 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 the City of Hopewell, Virginia under said contract.
- N. **PAYMENT:** Payment by the City is due thirty (30) days after receipt of approved invoice unless otherwise specifically provided: subject to any discounts allowed. If an invoice requires modifications by the City, the thirty (30) day period begins after receipt of acceptable invoice.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

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Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- O. **PRECEDENCE OF TERMS:** Paragraphs A-N 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.
- P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **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.

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2. The Purchasing Department and/or Contract Administrator may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract 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 Purchasing Department/Contract Administrator 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 to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's and/or Contract Administrator's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor 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 the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, 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 Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. 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 in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the 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 contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.
- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.
- T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock 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 the City 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. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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- U. **INSURANCE**: The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$1,000,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.

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6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

VII. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- D. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall

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be valid for 90 days. At the end of the 90 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- E. **CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. 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 effective date of cancellation.
- F. **EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid/proposal. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.
- J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to

CITY OF HOPEWELL
RFP #10-22 – Financial Audit Services

assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.

- K. **NEGOTIATION WITH THE LOWEST BIDDER (IF APPLICABLE):** Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.
- L. **TRADE SECRETS OR PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

AUDIT PROPOSAL

FOR THE
CITY OF HOPEWELL, VIRGINIA



FOR FISCAL YEARS
JUNE 30, 2019, 2020, 2021 AND 2022

Please Respond To:

David E. Foley, CPA
Robinson, Farmer, Cox Associates
530 Westfield Road
Charlottesville, VA 22901

E: dfoley@rfca.com
P: (434) 973-8314
F: (434) 974-7363

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ROBINSON, FARMER, COX ASSOCIATES, PLLC
Certified Public Accountants

December 2, 2021

Purchasing Office
City of Hopewell
300 N. Main Street
Hopewell, VA 23860

Ladies and Gentlemen:

We are pleased to submit our proposal to provide professional audit services for City of Hopewell ("City") for Fiscal Years June 30, 2019, 2020, 2021, and 2022. This introductory letter will provide you with an overview of our firm as well as a summary of our expertise and abilities.

EXPERIENCED LEADERS

For more than sixty-five years, Robinson, Farmer, Cox Associates (RFC) has been the leading governmental auditing and consulting firm in the Commonwealth of Virginia. In continuous operation since 1953, we provide audit services for over 25% of Virginia's cities, nearly 75% of its counties, and dozens of its towns. We also serve numerous authorities, boards, commissions, and similar entities. Staff members of RFC spend approximately 100,000 hours annually in the service of Virginia's local governments and related organizations. RFC operates six strategically located offices, all of which are located in the Commonwealth of Virginia. The Charlottesville office of RFC is the headquarters of the Firm. RFC is a certified small business within the qualifications of the SWaM certification program.

RFC's approach is simple: to provide quality services performed by experienced staff with extensive knowledge in the areas of public entity accounting, auditing, and financial consulting. This straightforward approach to conducting business ensures that our clients receive the efficient, professional, and effective services they have come to expect.

SERVICES

In addition to performing the City's audit, we offer an array of value-added benefits:

Fiscal Review

Along with the audit, RFC performs a detailed review of the City's financial condition against historical data and industry benchmarks. This review is designed to identify key financial trends that may require action by the governing body.

**CHARLOTTESVILLE OFFICE:
STREET ADDRESS**

530 Westfield Road
Charlottesville, Virginia 22901

Phone: (434) 973-8314
Fax: (434) 974-7363

E-mail: dfoley@rfca.com
Website: www.rfca.com

SERVICES: (CONTINUED)

Management Recommendations

As part of our audit process, we evaluate the City's internal controls and review significant accounting policies. This review allows us to provide insightful recommendations aimed at improving internal controls and operating efficiencies. In addition, we provide technical advice aimed at improving financial statement presentation and related note disclosures.

Audit Support

RFC developed software and audit manuals provide our clients with cost effective ways of complying with ever-changing reporting requirements. Recent support products include:

- The RFC Governmental Fixed Asset Depreciation System ©;
- The RFC Integrated GASB 34 Financial Reporting Model ©;
- RFC's Actuarial Valuation Model for GASB 43/45;
- The RFC Local Government Accounting Manual©; and the
- RFC Linear Programming Cost Allocation Software.

Changes in Accounting Standards and State Legislation

Since RFC's primary focus is public entity accounting, auditing, and consulting, we keep abreast of proposed changes in related accounting standards and state legislation. RFC takes a proactive approach in advising our clients of future legislative and regulatory changes, internal requirements necessary to meet these changes, and the related impact on operations. We publish client newsletters periodically to address these concerns. In addition, RFC provides seminars to clients detailing items that impact local governments in Virginia. Recent topics covered by our newsletters and seminars have included: implementation of GASB 54, a guide to GASB 63, 67, and 68, understanding and implementing SAS 115, basics of bond issuance in Virginia, developing and implementing financial forecasts, proffer calculations, understanding impact fees, and assessing and improving internal controls.

Consulting

RFC provides a variety of financial, technological, and management consulting services which are discussed later in this proposal.

QUALITY

Quality is synonymous with our reputation and is the cornerstone of our business. While all accounting firms are subject to the same standards regarding quality control and educational requirements, RFC distinguishes itself through its commitment to excellence. RFC's Quality Control Department epitomizes this commitment.

The Firm's Quality Control Department has a team of five full-time reviewers whose focus is to review individual engagements to ensure that RFC standards are maintained year-round.

A number of RFC clients have participated in the GFOA¹ Certificate of Excellence in Financial Reporting Program for over thirty years. All clients that have applied for the certificate have been successful in receiving same. The Firm's Director of Quality Control, has served as a Special Review Committee member for the GFOA, and continues to review a selection of governmental audit reports from around the country each year. This process enhances our ability to ensure that your financial reports meet all reporting guidelines.

ACCESSIBILITY

Partners of the Firm are actively involved in the audit process RFC maintains a partner to staff ratio of one to five. This translates into a high level of partner involvement in your audit. At RFC, we believe that you can't see the details from a distance. As such, our partners will have a detailed understanding of your financial systems and controls.

We pride ourselves on remaining accessible to our clients during audit season and beyond. We encourage our clients to call us anytime with audit-related questions or concerns at no extra charge. We also maintain year-round contact through client newsletters, RFC sponsored events, and website postings.

STAFFING AND TIMELINE

David E. Foley will serve as Partner-in-Charge for this engagement, which will be staffed by personnel from our offices in Charlottesville and Richmond, Virginia. Paul H. Lee will serve as Concurring Partner and Kristen L. Choate, will be the Reviewing Member and will be available as needed for the engagement. Staff assignments and additional details are included later in this proposal. We will review and/or prepare reports in accordance with the timeline agreed to by the City and RFC.

¹ GFOA – Government Finance Officers Association

CONCLUSION

Robinson, Farmer, Cox Associates is committed to providing the best audit and consulting services available by capitalizing on our highly trained and experienced engagement staff using proven techniques to satisfy your audit and consulting needs. We look forward to discussing our qualifications with you in further detail at your convenience.

Should any questions arise concerning this proposal, please contact:

NAME / ADDRESS

David E. Foley, Member
530 Westfield Road
Charlottesville, VA 22901
(434) 973-8314

Thanking you for your consideration, we remain

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



David E. Foley
Certified Public Accountant
Member

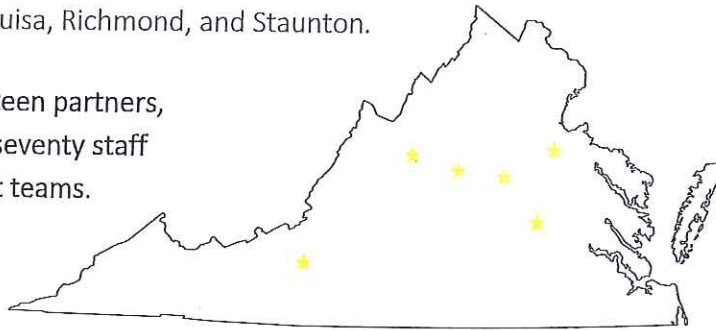
OVERVIEW OF FIRM

General Overview

Robinson, Farmer, Cox Associates (RFC) is a specialized Certified Public Accounting firm providing audit, assurance, and financial consulting services to local governments and related organizations in the Commonwealth of Virginia. Since the firm's founding in 1953, RFC has been the leading governmental accounting firm in the Commonwealth.

Robinson, Farmer, Cox Associates maintains six offices in the Commonwealth located in Blacksburg, Charlottesville, Fredericksburg, Louisa, Richmond, and Staunton.

Among the six offices, we have fifteen partners, five directors, and approximately seventy staff serving on our governmental audit teams.



Professional Affiliations



Robinson, Farmer, Cox Associates is a long-standing member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center. The Center provides useful tools and educational seminars aimed at improving the quality of governmental audits. Robinson, Farmer,

Cox Associates' staff are updated continuously on audit items of concern. In addition, we are able to translate knowledge gained from the Center into useful audit tools for our staff and governmental clients.

Members and staff of the firm are actively involved in other professional organizations that serve to enhance our abilities as auditors and advisors to local governments. Various members and staff of the firm are enrolled in the following professional organizations:

- ▶ Virginia Government Finance Officers' Association
- ▶ Association of Government Accountants
- ▶ Virginia Society of Certified Public Accountants
- ▶ American Institute of Certified Public Accountants
- ▶ Association of Certified Fraud Examiners

Virginia's Premier Source of Financial Expertise
For Over 50 Years.

OVERVIEW OF FIRM (CONTINUED)

Consulting Services and GFOA Reporting Services

Through the years, by serving as the auditor and advisor in financial planning for various Virginia counties, the Firm has assisted Virginia counties in receiving equitable settlements and awards in the final settlement of annexation suits and inter-governmental reimbursement agreements. The Firm took the initiative to review revenue sharing entitlements received by Virginia localities which subsequently resulted in approximately 70% of the Virginia localities receiving more equitable revenue sharing entitlements.



The Firm has assisted the County of Accomack, County of Albemarle, County of Augusta, County of Culpeper, County of Frederick, County of Gloucester, County of King George, County of Louisa, County of Prince George, City of Fairfax, City of Fredericksburg, City of Martinsville, Rapidan Service Authority, Rivanna Water and Sewer Authority, Fauquier County Water and Sanitation Authority, Albemarle County Service Authority, King George County Service Authority, Charlottesville-Albemarle Airport Authority, and Meherrin River Regional Jail Authority in obtaining the GFOA Certificate of Achievement. Most recently, the Firm has assisted Western Tidewater Regional Jail Authority in obtaining the certificate. Further, the Firm is actively involved in assisting other localities and authorities who will be applying for the Certificate in future years.

Staffing

Robinson, Farmer, Cox Associates strongly promotes a process of continual staff improvement through training programs and mentoring from our Members. In addition, RFC promotes a positive work environment and a balanced workload. As a result, our employee retention rates are nearly twice as strong as the average for national accounting firms. Our strong employee retention rates allow us to put more experienced auditors on your engagement.

OVERVIEW OF FIRM (CONTINUED)

Client Support

Members of the firm routinely provide support for Virginia municipalities through the active participation in professional organization committee assignments aimed at developing and implementing financial reporting standards for all local governments in the Commonwealth. Examples of our service include:

- › The Virginia Society of Certified Public Accountants' Committee on Governmental Accounting and Auditing,
- › The Virginia Chapter of the Governmental Financial Officers Association Committee on Local Governmental Reporting,
- › The Auditor of Public Accounts of the Commonwealth of Virginia Committee on Local Government and Financial Reporting, and
- › Officer assignments with the Association of Government Accountants.

Members of the firm are routinely requested to speak at professional conferences. In recent years, members of the firm have given seminars on a variety of topics to the following audiences:

- › Association of Government Accountants
- › Virginia Association of Counties
- › Virginia Municipal League
- › Virginia Government Finance Officers Association
- › Virginia Treasurer's Association
- › Virginia Association of School Boards

Recent topics presented at these conferences have included:

- › Developing a Governmental Forecast
- › The Methodology of Proffer Calculations
- › The Basics of Bond Issuances in Virginia
- › How to Assess Your Internal Controls
- › Fraud and Internal Controls in Local Governments

OVERVIEW OF FIRM (CONTINUED)

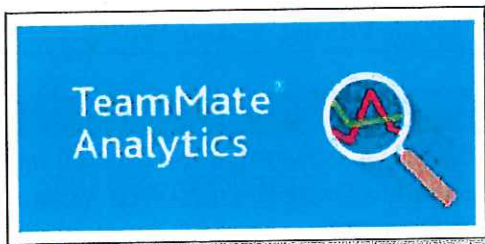
Technology

Robinson, Farmer, Cox Associates' audit teams are deployed in the field with state-of-the-art audit software. Our audit teams use *ProSystem fx Engagement Software* coupled with *PPC's² practice aids™*, *PPC's Workpapers™* and *PPC's Interactive Disclosure Libraries™*. Our audit and assurance work papers and programs are maintained in a **paperless environment** and are shared through **secured wireless networks** established during audit fieldwork. High speed scanners are used to replicate documents in a digital format, as necessary, for inclusion in our files. **Daily offsite back-ups** are used to ensure audit work is **safe, secure, and maintained in accordance with professional standards**.



Robinson, Farmer, Cox Associates' staff annually updates our custom audit programs to meet current auditing and accounting standards. These updates take approximately 2000 hours each year and result in timely audit template updates.

Robinson, Farmer Cox Associates' Director of Technology, Billy Gardner, is a registered Certified Information Systems Auditor (CISA) and provides IT system reviews of governmental agencies. These reviews go beyond the typical financial statement review and are aimed at identifying weaknesses in governmental IT systems and related controls. At RFC, we feel that these reviews are critical when new applications are in the development and implementation stages. Furthermore, we routinely request these in-depth expanded audits to document critical IT faults and available remedies. Typically IT system reviews are performed at no additional charge to our clients when performed as part of the audit process.



Robinson, Farmer, Cox Associates has recently employed the use of data analytics and artificial intelligence (AI) as part of the audit process. Data analytics and AI provides for a highly efficient technique to audit volumes of historic data with a high probability of accuracy. Our Director of Data Analytics uses TeamMate Analytics which is an Excel-based audit data analytics solution that enables auditors to perform powerful advance data analysis and reduce risk.

It also helps highlight any potential issue that otherwise might be hidden in data.

² PPC is an acronym for Practitioners Publishing Company

OVERVIEW OF FIRM (CONTINUED)

RFC Specialized Software and Manuals

Robinson, Farmer, Cox Associates further provides support to Virginia's local governments through the development of specialized software, reporting manuals, and financial templates aimed at increasing the efficiency and effectiveness of Virginia's local governments. Some examples of our products in use include:

RFC Financial Forecasting Model

This forecasting model uses multiple forecasting methods to predict future revenue and expenditure trends based on historical data as well as currently known facts. The model uses a "best fit test" to select forecasting methods for individual drivers based on historical accuracy. The model has been used primarily to develop medium-term financial plans (operating and capital) for Virginia localities and the establishment of tax rates to fund such plans; however, the model has served to predict the financial impact of annexations, boundary adjustments, and changes in governmental status.

RFC Fixed Asset Software

Our fixed asset software was deployed to assist local governments in implementing changes required by Governmental Accounting Standards Board Statement 34 (GASB 34). The software calculates depreciation by asset type, department, function, and fund as specified by reporting standards. This software produces depreciation reports in a format that allows for easy input into the financial statements.

RFC GASB 68 Pension Model

This model was developed to assist governments with the implementation of Governmental Accounting Standards Board Statement 68 (GASB 68). This model allows entities to properly allocate the net pension liability and associated deferred inflows and outflows of resources related to the VRS net pension liability.

RFC GASB 75 OPEB Model

This model was developed to assist governments with the implementation of Governmental Accounting Standards Board Statement 75 (GASB 75). This model allows entities to properly allocate the net OPEB liability and associated deferred inflows and outflows of resources related to the OPEB liability.

RFC Cost Allocation Plan Software

Our cost allocation plan software is currently used by more than sixty local governments in Virginia for the preparation of their annual cost allocation plans.

OVERVIEW OF FIRM (CONTINUED)

Consulting Services³

For over sixty years, Robinson, Farmer, Cox Associates has provided consulting services to governments in the Commonwealth of Virginia. Many of our studies and analyses have been used in litigation support, and our consultants have served repeatedly as expert witnesses. Some examples of our consulting services follow:

- ▶ Consultation in preparing official statements and other data necessary for issuing both revenue and general obligation bonds.
- ▶ Administrative and financial management issues such as:
 - Financial feasibility and rate studies for utility enterprises,
 - Fiscal analysis and establishment of Special Districts,
 - IT systems evaluation, design and development for both financial and general governmental functions,
 - Financial forecasting and budgeting,
 - Proffer calculation systems and impact fees,
 - Fiscal impact analysis of residential and commercial development,
 - Capital improvement programs,
 - Indirect cost allocation plans,
 - Governmental cost containment studies,
 - Organizational studies,
 - Cash management planning, and
 - Personnel classification and pay plans.
- ▶ Intergovernmental matters such as:
 - Forms of government studies: incorporation, consolidation, and change of status,
 - Annexation impact analysis,
 - Utility rate requirements, and
 - Financial reporting and formulae analysis of inter-governmental agreements.

³ Consulting services of the Firm are provided by the Firm's wholly owned subsidiary RFC Associates, LLC.

OVERVIEW OF FIRM (CONTINUED)

Clients Served

Robinson, Farmer, Cox Associates serves more than sixty-five counties, fifty towns and cities, and more than one-hundred authorities, boards, and commissions within our State’s boundaries. We have listed below a select listing of similar engagements we recently or are currently engaged to perform audit services:

COUNTIES [©]	
Albemarle County, Virginia*	Greene County, Virginia
Amelia County, Virginia*	Greensville County, Virginia
Appomattox County, Virginia	Halifax County, Virginia
Brunswick County, Virginia	King George County, Virginia*
Buckingham County, Virginia*	Louisa County, Virginia*
Campbell County, Virginia	Madison County, Virginia
Charlotte County, Virginia	Nelson County, Virginia
Charles City County, Virginia	Prince Edward County, Virginia
Clarke County, Virginia*	Prince George County, Virginia*
Culpeper County, Virginia	Richmond County, Virginia
Cumberland County, Virginia*	Shenandoah County, Virginia*
Fauquier County, Virginia*	Richmond County, Virginia
Frederick County, Virginia*	Sussex County, Virginia
Gloucester County, Virginia*	Warren County, Virginia*
TOWNS	
Town of Berryville, Virginia	Town of Haymarket, Virginia
Town of Chincoteague, Virginia	Town of Smithfield, Virginia
Town of Clifton Forge, Virginia	Town of Vienna, Virginia*
Town of Gordonsville, Virginia	Town of West Point, Virginia
CITIES	
City of Fairfax, Virginia*	City of Martinsville, Virginia
City of Fredericksburg, Virginia*	City of Petersburg, Virginia
City of Manassas, Virginia*	City of Williamsburg, Virginia
AUTHORITIES, BOARDS, AND COMMISSIONS	
Campbell Utilities & Service Authority*	Northern Virginia Regional Park Authority*
Capital Region Airport Commission*	Northwestern Community Services Board
Charlottesville-Albemarle Airport Authority*	Rapidan Service Authority*
Fauquier Water & Sanitation Authority*	Rappahannock Area Community Services
Hampton Roads Regional Jail Authority*	Rappahannock Regional Jail Authority*
Meherrin River Regional Jail Authority*	Rivanna Water & Sewer Authority*
Northern Virginia Regional Commission	Western Tidewater Regional Jail Authority*

* Denotes Localities Awarded the GFOA Certificate of Excellence in Governmental Reporting.

© Blue shading in map above represents counties audited by Robinson, Farmer, Cox Associates

OVERVIEW OF FIRM (CONTINUED)

STATEMENT OF PROFESSIONAL STATUS

Robinson, Farmer, Cox Associates hereby affirms that it is licensed and chartered as a professional limited liability company under the *Code of Virginia (1950)*, as amended and that its staff of licensed certified public accountants and other professional personnel conduct business in accordance with statutory requirements and the Code of Ethics of the Virginia Society of Certified Public Accountants. Robinson, Farmer, Cox Associates further represents that it is independent with respect to the City of Hopewell, Virginia, and its respective component units as defined in the Ethical Rules of the American Institute of Certified Public Accountants.

The Firm is managed by its Board of Directors elected by the members. An Executive Committee aids the Directors in their administration of company affairs.

OTHER REPRESENTATIONS

The Firm will supervise all staff and Firm personnel on each phase of the audit. All audit working papers and reports will be retained by Robinson, Farmer, Cox Associates at the expense of the Firm in accordance with professional standards.

QUALITY CONTROL SYSTEM

Robinson, Farmer Cox Associates is devoted to the quality of the audit working papers, reports and all other documents produced by the Firm. The Firm has a fully functioning quality control department. The department is responsible for ensuring that all quality control policies and procedures are properly performed on every engagement. All reports, working papers and other related documents are reviewed by the independent quality control department prior to the release of the final documents to the client, state and federal agencies. Moreover, the Firm utilizes a practice management software to accurately track the status of all engagements throughout the quality control system to ensure reports and documents are released in a timely manner.

FIRM PARTICIPATION IN PEER REVIEW PROGRAM

Robinson, Farmer, Cox Associates is enrolled in the AICPA Peer Review Program. The Firm's most recent quality control review of its accounting and auditing practice was conducted in January 2020. An unmodified opinion, dated January 16, 2020, was issued on the Firm's accounting and auditing practice. This particular review consisted of 37 engagements and included 8 state and local governmental audits performed by the Firm. Further, the Firm annually conducts an Internal Review of its Accounting and Auditing Practice in accordance with the AICPA Peer Review Program.

A selection of Robinson, Farmer, Cox Associates' local government audit reports and workpapers are reviewed annually by the Auditor of Public Accounts (APA). The most recent review took place in September 2020 and resulted in a rating of pass.

RFC is Licensed and Chartered in Virginia.

Our Accounting and Auditing Services Undergo Regular Peer Reviews and Quality Control Evaluations.

OVERVIEW OF FIRM (CONTINUED)



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of
Robinson, Farmer, Cox Associates
and the Peer Review Committee
of the Virginia Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

122 N. Oak St. • P.O. Box 1916 • Clarksburg, WV 26302-1916 • (304) 624-5564 • Fax: (304) 624-5582 • www.tetrickbartlett.com
1517 May Lou Reiton • Fairmont, WV 26554 • (304) 366-2992 • Fax: (304) 366-2370

OVERVIEW OF FIRM (CONTINUED)

Robinson, Farmer, Cox Associates

Page 2

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Robinson, Farmer, Cox Associates has received a peer review rating of *pass*.

Tetruck & Bartlett, PLLC

Clarksburg, West Virginia
January 16, 2020

PROJECT APPROACH—UNDERSTANDING OF WORK

Summary

The audit will be performed in three distinct phases – Phase 1: Planning, Phase 2: Fieldwork, and Phase 3: Reporting. Key tasks and objectives for each of the phases are summarized in the table below.

		Key Tasks Performed (as applicable)
P H A S E 1	Planning	
		<ul style="list-style-type: none"> <i>Engagement team planning meeting</i> <i>Review prior audit & interim reports</i> <i>Review minutes of Council Meetings</i> <i>Establish schedule for fieldwork</i> <i>Prepare & provide preliminary fieldwork request list to client</i>
P H A S E 2	Fieldwork	
		<ul style="list-style-type: none"> <i>Intro meeting with Management</i> <i>Perform walkthroughs of client processes</i> <i>Assess client risk based on preliminary evaluation</i> <i>Determine procedures for a risk-based audit</i> <i>IT Review and Assessment</i> <i>Test key internal controls</i> <i>Test compliance with Federal and State regulations</i> <i>Perform substantive tests</i> <i>Perform balance verifications/reconciliations</i> <i>Perform analytical procedures</i> <i>Hold exit conference with Management upon completion of fieldwork</i> <i>Provide draft Management Comments & Recommendations</i> <i>Member review of audit workpapers & procedures</i>
P H A S E 3	Reporting	
		<ul style="list-style-type: none"> <i>Audit report preparation & Member review</i> <i>Quality control review of workpapers & audit report</i> <i>Audit report delivered</i> <i>Final Management Comments delivered</i> <i>APA transmittal reports are reviewed</i> <i>Preparation of SF-SAC forms</i> <i>Presentation of the audit</i>

PROJECT APPROACH—UNDERSTANDING OF WORK (CONTINUED)

During our audit, compliance tests will be conducted in connection with our review of the City's system of internal controls for the purpose of submitting our written reports on material weaknesses and significant deficiencies in internal control included in the Independent Auditors' Report on Internal Control over Financial Reporting and Compliance. The federal programs compliance audits will be conducted in accordance with the *Uniform Guidance*.

PHASE 1: Planning

During the planning stage, Robinson, Farmer, Cox Associates will review prior audit work papers, publicly available information, and interim financial data, as well as state and local reports. The purpose of the planning stage is to:

- › Gain knowledge of the government's internal control over financial reporting;
- › Identify matters affecting the government, such as changes in financial reporting practices, economic conditions, laws and regulations, and technological changes;
- › Identify matters relating to the government's operations, including its organization, operating characteristics, and capital structure;
- › Document our preliminary judgments about materiality, risk, and other factors relating to the determination of material weaknesses;
- › Familiarize ourselves with control deficiencies previously communicated to the City Council or management;
- › Identify legal or regulatory matters of which the government is aware;
- › Review public information about the government relevant to the evaluation of the likelihood of material financial statement misstatements and the effectiveness of the government's internal control over financial reporting;
- › Document knowledge about risks related to the government evaluated as part of the auditor's client acceptance and retention evaluation; and
- › Identify key policy changes and financial actions taken during the current fiscal year.

Upon completion of our initial assessment, we will provide the City with a detailed list of items we would like to review upon commencement of audit fieldwork. This list is delivered several weeks prior to the date of audit commencement and is intended to provide a starting point for the audit and affords the City time to gather necessary documents.

PROJECT APPROACH—UNDERSTANDING OF WORK (CONTINUED)

PHASE 2: Fieldwork

Review of Policies and Procedures

RFC will review current accounting, purchasing and personnel policies to gain an understanding of the controls and requirements set forth in such policies. In addition, we will review minutes of the City Council to identify key actions and directives of the City.

Walkthroughs

In performing a walkthrough, our auditors follow a transaction from origination through the government's processes, including information systems, until it is reflected in the City's financial records, using the same documents and information technology that City personnel use. The primary purpose of a walkthrough is to identify key internal controls, control systems, and responsible parties.

Identification of Fraud Risk

We will conduct inquiries of management and of other employees regarding their knowledge or any actual fraud or suspicions of fraud, as well as any allegations of fraud affecting the City. We will inquire about the City's understanding of the risk of fraud within the organization including any specific fraud risks the City has identified, as well as account balances or transaction classes that may be susceptible to fraud. We will inquire about the controls the City has implemented to identify fraud risks and to detect fraud and how those programs and controls are monitored.

IT Review and Assessment

The Technology Consultant will conduct a comprehensive assessment of all IT controls. The assessment will be used to assess the overall risks over financial reporting. Additionally, we will provide a summary of practical recommendations and best practices.

Control Testing

Upon completion of the procedures above, we will identify key controls and control systems that are necessary to provide accurate financial data and deter or prevent material fraud within the government.

PROJECT APPROACH—UNDERSTANDING OF WORK (CONTINUED)

PHASE 2: Fieldwork: (Continued)

Control Testing (Continued)

Sampling will be used while performing control testing during fieldwork. RFC utilizes statistical sampling methods based on factors such as the population size and the auditors' assessment of risk related to the control. Sample sizes will vary based on these factors along with any deviations encountered during testing and can range from as few as two to as many as ninety items; however, the most common samples range from twenty-five to forty items. Samples may be selected from the population using systematic, haphazard, or random selection, as deemed appropriate for each instance.

Compliance Testing

Local governments are subject to local, state, and federal compliance testing. Local compliance testing centers around compliance with purchasing policies, personnel policies, City Council orders as well as administrative policies. State compliance testing is determined by the State Auditor of Public Accounts in the *Specifications for Audits of Counties, Cities, and Towns*. Federal compliance testing is required by the Office of Management and Budget's *Uniform Guidance*. Annually, our workpapers are updated to identify compliance testing required by the State Auditor of Public Accounts and the Uniform Guidance. Compliance testing with local policies and procedures is specific to each government according to key local policies established by the Council and/or administration.

The audit team will use sampling while performing compliance testing during fieldwork. Statistical sampling methods are used and are based on factors such as the population size and the auditors' determination of the tolerable exception rate for the test. Sample sizes will vary based on these factors along with any deviations encountered during testing. Sample sizes can range from as few as two to as many as one-hundred-twenty items; however, the most common samples are approximately forty to sixty items. Samples may be selected from the population using systematic, haphazard, or random selection, as deemed appropriate for each instance.

PROJECT APPROACH—UNDERSTANDING OF WORK (CONTINUED)

PHASE 2: Fieldwork: (Continued)

Compliance Testing (Continued)

Upon the completion of preliminary fieldwork, we will have documented the following in our work papers and programs:

- › Key policies and procedures and the extent to which they are being followed;
- › Fraud risk within the government;
- › The government's compliance with local, state, and federal requirements;
- › Key accounting processes and the effectiveness of control systems and controls in place to prevent material financial and fraud risk;
- › Key information technology controls and how they may be circumvented or overridden;
- › Weaknesses in control systems or controls that represent material weaknesses or significant deficiencies as defined by Statement on Auditing Standards 115 (SAS 115);
- › The extent to which controls may be relied upon in relation to key financial statement assertions; and
- › Documentation of key areas of concern under which audit procedures should be expanded.

In addition, upon completion of preliminary fieldwork, we will advise the City of any areas or items of concern and our recommendations for dealing with same.

Robinson, Farmer, Cox Associates will work with Management to schedule final fieldwork. Final fieldwork is generally after all closing and year end accrual entries are posted to the books. Final fieldwork programs and work plans are designed to substantiate account balances and key financial statement assertions including related note disclosures. In addition, final fieldwork is used to complete control testing and perform audits of federal programs (Single Audits). Key activities performed during final fieldwork include:

Evaluation of Controls

The audit team will perform a review of prior control testing activities and determine if controls have changed since preliminary fieldwork. Additional control testing will be performed, if necessary, at this time. A final determination of controls, including IT controls, that will be relied upon as part of the audit will be established at this time.

Review of Risk Assessment

A review of material fraud risk will be performed. Based on this review, the team will implement audit procedures aimed at identifying misappropriations within the organization. The team will also review the risk of material misstatements within the financial statements and implement audit procedures to mitigate such risk.

PROJECT APPROACH—UNDERSTANDING OF WORK (CONTINUED)

PHASE 2: Fieldwork: (Continued)

Substantive Procedures

Substantive procedures will be used during final fieldwork to provide the audit team with information regarding the five audit assertions (completeness, existence, disclosure, rights, and valuation). A determination of areas for which controls are insufficient will be made and auditors will identify substantive audit procedures for those areas. The team will also implement substantive audit procedures and testing to validate material balances in the financial statements and related note disclosures not evaluated through control testing.

Sample sizes for substantive testing can vary considerably based on a number of factors. These factors include the auditors' calculation of materiality/tolerable misstatement for the fund/account balance being tested and the auditors' assessment of the risk of material misstatement and other procedures risk ("risk factors"). Once these factors are determined, the sample size is calculated using algorithms created to provide a statistically acceptable (i.e. 95%-99%) level of assurance. Similar to other samples, these samples are selected from the population using systematic, haphazard or random selection as deemed appropriate in each instance.

Analytical Procedures

Analytical reviews of key account balances will be performed to determine any variances in balances from prior periods and budgeted amounts. These reviews allow the audit team to evaluate actual changes compared to expectations and investigate the reasons for any unexpected changes.

Upon the completion of final fieldwork, the City can expect the following deliverables:

- ▶ An exit conference with key officials concerning the auditors' preliminary conclusions;
- ▶ An overview of findings identified in the audit and a recommended course of action to deal with such findings; and
- ▶ A list of additional items needed from the City for completion of the audit (if necessary).

PROJECT APPROACH—UNDERSTANDING OF WORK (CONTINUED)

PHASE 3: Reporting

Upon completion of final fieldwork, Robinson, Farmer, Cox Associates will assist the City with preparation and production of the ACFR to ensure that all reporting elements are incorporated as required by the Government Auditing Standards. In conjunction with report review, Robinson, Farmer, Cox Associates will prepare all necessary state and federal filings. Upon completion of the audit report, you can expect the following submittals:

- › A report on the fair presentation of the financial statements and required supplementary information in conformity with accounting principles generally accepted in the United States.
- › A report on the internal control structure, inclusive of that used to administer the specific and general requirements for both major and non-major federal financial assistance programs, based on the auditors' understanding of the control structure and assessment of control risk.
- › A 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*.
- › A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with *Uniform Guidance*.
- › Any other report that may be required over the period of this contract, in accordance with *Government Auditing Standards*, *Uniform Guidance*, *Audits of State and Local Governments*, the *Specifications for Audits of Counties, Cities, and Towns*, and the *Uniform Financial Reporting Manual*.
- › Review of the Transmittal form and preparation of Agreed Upon Procedures Report on the City's Comparative Cost Report Transmittal Forms in electronic format.
- › Preparation and Certification of the SF-SAC Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- › A letter to management on other matters, not considered significant deficiencies or material weaknesses.
- › Written report of irregularities and illegal acts, if required.
- › Report on VRS Census Data.

PROJECT APPROACH—UNDERSTANDING OF WORK (CONTINUED)

Continuing Service

Robinson, Farmer, Cox Associates will remain on-call during the year for audit related issues. It is our policy to provide support through telephone calls, emails, staff meetings, and client bulletins at no additional charge. Robinson, Farmer, Cox Associates is also available to provide other services, as requested. These services will be separately identified as consulting services. Such services include:

- › Agreed-Upon Procedures
- › Financial forecasting
- › Budget consultation
- › Privatization studies
- › Continuing professional education (CPE) seminars
- › Assistance in the preparation of bond issuance documents
- › Assistance with the placement of bank qualified debt obligations
- › Cost Allocation Plans

Client Expectations

It is anticipated that the City will provide the items listed below to assist us in completing the audit in an efficient and timely manner.

1. A final trial balance of each fund;
2. A final trial balance of each subsidiary ledger;
3. A copy of the final budget approved by the City Council for the audit period, the original budget resolution for the audit period, and all subsequent amendments to the budget resolution;
4. A copy of project contracts and amendments thereto for all projects beginning during the period or not fully completed prior to the period;
5. A schedule of insurance in force during the year and of insurance expenses for the year;
6. A schedule of capital outlays during the period;
7. A schedule of capital asset dispositions during the period;
8. A schedule of accounts payable and receivables at the statement date;
9. Copies of grant agreements with governmental grantor or grantee agencies;
10. Copies of other significant contracts in force at statement date;
11. Such reasonable additional schedules as may be requested.

The above list is not exhaustive of all the items we will need to complete your audit; however, we will provide detailed preliminary and final fieldwork requests prior to our arrival. These lists are tailored to each client's specific audit needs and are delivered approximately three weeks prior to fieldwork.

CREDENTIALS, QUALIFICATIONS AND EXPERIENCE

Staff assignments will occur at the discretion of the Partner-in-Charge as they relate to the technical areas of the audit engagement. Services will be performed primarily from our offices in Richmond and Charlottesville, Virginia, which employs eight members, forty-five professional accountants and consultants, and five administrative support personnel. Robinson, Farmer, Cox Associates' administration carefully monitors professional staffing resources to assure a balanced staffing complement.

All staff assigned to this engagement have experience in governmental auditing as well presenting audit information to elected officials and public bodies. In addition, all staff assigned have continuing education as required by *Government Auditing Standards* and will have adequate supervision on a day-to-day basis.

Key personnel resumes can be found on the following pages and key personnel assignments for this audit engagement are presented below.

Management Staff

Partner-in-Charge – David E. Foley, C.P.A. will be audit manager of the City audit portion of this engagement and will have the overall responsibility for the coordination and technical review of the audits. Will be on-site for fieldwork and responsible for day-to-day fieldwork and supervision of staff accountants working on the audit. Also responsible for the day-to-day field work to be performed during the audit and will supervise staff accountants assigned to the audit.

Concurring Partner Paul H. Lee, C.P.A. – will be onsite for both preliminary and final fieldwork and responsible for day-to-day fieldwork and supervision of staff accountants during the audit.

Quality Control Partner – Kristen L. Choate, C.P.A. will be responsible for reviewing the working papers and resulting financial reports to assure compliance with firm quality control standards.

Senior Audit Director Michael E. Lupton, C.P.A. will be audit manager of the School Board portion of this engagement and responsible for day-to-day fieldwork and supervision of staff accountants during the audit.

Cost Allocation Plan Director - Taylor Stover, C.P.A. will be responsible for the planning, preparation and presentation of the County's cost allocation plan.

Senior Staff

will perform audit tasks as instructed by the partner-in-charge and audit managers.

Technology Consultant

Billy Gardner, C.I.S.A., C.E.H.
will review information systems operations and controls.

Support Staff

will perform tasks as instructed by the partner-in-charge and managers to complete and deliver final reports.

Experienced Team of Auditors Ready to
Serve and Meet the needs of the City.

ENGAGEMENT TEAM PROFILES

DAVID E. FOLEY, *Certified Public Accountant*



David is a Member of Robinson, Farmer Cox Associates, P.L.L.C. in the firm’s Charlottesville office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Mr. Foley has considerable experience in governmental audits, having managed the audits of over 25 governmental entities.

PROFESSIONAL REGISTRATION

- › State of Virginia, *Certified Public Accountant*

EDUCATION

- › Virginia Tech, Bachelor of Accounting

PROFESSIONAL AFFILIATIONS

- › American Institute of Certified Public Accountants, *Member*
- › Virginia Society of Certified Public Accountants, *Member*

PROFESSIONAL POSITIONS

2010 to Present	Member— Charlottesville Office <i>Robinson, Farmer, Cox Associates</i>
2008 to 2010	Director <i>Robinson, Farmer, Cox Associates</i>
2001 to 2008	Associate <i>Robinson, Farmer, Cox Associates</i>

ENGAGEMENT TEAM PROFILES

Paul H. Lee, *Certified Public Accountant*



Paul is a member of Robinson, Farmer, Cox Associates, PLLC in the firm's Richmond office. He participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Paul managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Paul has considerable experience in governmental audits, having managed the audits of over 75 governmental entities.

PROFESSIONAL REGISTRATION

- › State of Virginia, *Certified Public Accountant, License #9322*

EDUCATION

- › University of Virginia, *Bachelor of Science*
- › Virginia Community College System, *Post Baccalaureate Accounting Studies*

PROFESSIONAL AFFILIATIONS

- › American Institute of Certified Public Accountants, *Member*
- › Virginia Society of Certified Public Accountants, *Member*

PROFESSIONAL POSITIONS

1988 to Present	Member – Richmond Office <i>Robinson, Farmer, Cox Associates</i>
1983 to 1988	Audit Manager – Richmond Office <i>Robinson, Farmer, Cox Associates</i>
1980 to 1982	Associate – Richmond Office <i>Robinson, Farmer, Cox Associates</i>

ENGAGEMENT TEAM PROFILES

KRISTEN L. CHOATE, *Certified Public Accountant*



Kristen is a Member of Robinson, Farmer, Cox Associates in the Firm's Charlottesville office. She has participated in and managed audits of counties, towns, cities, and public authorities in the Commonwealth of Virginia. In addition, she has participated in and managed numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Kristen is currently the Director of Quality Control for the Firm's six offices. In this position, she oversees audit report and work paper reviews as well as the development of audit programs and work paper templates for the Firm. Kristen was named a Super CPA by Virginia Business Magazine.



Kristen is also a Certified Single Auditor who evaluates and applies audit steps such as client acceptance, engagement planning and analysis, and concluding on a single audit engagement. CPAs' who earn this Badge demonstrate an advanced competency level as outlined in the AICPA Competency Framework: Governmental Auditing. They evaluate and perform single audit-specific requirements such as major program determination, audit sampling, and reporting on the compliance of internal controls.

PROFESSIONAL REGISTRATION

- › State of Virginia, *Certified Public Accountant*

EDUCATION

- › Radford University, Bachelor of Business Administration— *Accounting*

PROFESSIONAL AFFILIATIONS

- › American Institute of Certified Public Accountants, *Member*
- › Virginia Society of Certified Public Accountants, *Member*
- › National Government Finance Officers Association, *Member*
- › Virginia Government Finance Officers Association, *Associate Member*
- › GFOA⁴ Excellence in Financial Reporting Program, *Reviewer*

PROFESSIONAL POSITIONS

2015 to Present	Member & Director of Quality Control—Charlottesville Office <i>Robinson, Farmer, Cox Associates</i>
2007 to 2015	Quality Control Director – <i>Robinson, Farmer, Cox Associates</i>
2000 to 2007	Staff/Manager— <i>Robinson, Farmer, Cox Associates</i>

⁴ GFOA denotes the Government Finance Officers Association

ENGAGEMENT TEAM PROFILES

MICHAEL E. LUPTON, *Certified Public Accountant*



Michael is a Member of Robinson, Farmer, Cox Associates, Charlottesville Office. He has participated in and managed numerous audits of counties, cities, towns, school divisions, and various public authorities in the Commonwealth of Virginia. His experience with local governments also includes performing federal program audits in accordance with the Uniform Guidance and assisting with the preparation of and providing consultation relevant to Comprehensive Annual Financial Reports. In addition, Michael has prepared state and federal government filings, including: SF-SAC Forms, Commonwealth of Virginia transmittal forms and DEQ landfill financial assurance forms.

PROFESSIONAL REGISTRATION

- › State of Virginia, *Certified Public Accountant, License #45076*

EDUCATION

- › Bridgewater College, *Bachelor of Science in Business Administration*
- › James Madison University, *Master of Business Administration*

PROFESSIONAL AFFILIATIONS

- › American Institute of Certified Public Accountants, *Member*
- › Virginia Society of Certified Public Accountants, *Member*

PROFESSIONAL POSITIONS

2021 to Present	Member – Charlottesville Office <i>Robinson, Farmer, Cox Associates</i>
2018 to 2021	Director – Charlottesville Office <i>Robinson, Farmer, Cox Associates</i>
2016 to 2018	Audit Manager – Charlottesville Office <i>Robinson, Farmer, Cox Associates</i>
2011 to 2016	Associate – Staunton Office <i>Robinson, Farmer, Cox Associates</i>

ENGAGEMENT TEAM PROFILES

TAYLOR STOVER, *Certified Public Accountant*



Taylor began his career at Robinson, Farmer, Cox Associates in 2008. Taylor has participated in over two hundred governmental and non-profit audits, including audits of counties, cities, towns, school divisions, water and sewer authorities, industrial development authorities, regional libraries, volunteer fire and rescue squads, school activity funds, as well as special audits of various federal grant projects. Taylor has also prepared numerous financial reports for governmental and non-profit clients. In addition, Taylor has also provided clients with consulting services including financial forecasting and budgeting, cost allocation plans, and indirect rate plans.

PROFESSIONAL REGISTRATION

- › State of Virginia, *Certified Public Accountant*

EDUCATION

- › Virginia Commonwealth University, Bachelor of Science in Accounting

PROFESSIONAL AFFILIATIONS

- › American Institute of Certified Public Accountants, *Member*
- › Virginia Society of Certified Public Accountants, *Member*

PROFESSIONAL POSITIONS

2019 to Present	Director – <i>Richmond</i> <i>Robinson, Farmer, Cox Associates</i>
2014 to 2019	Audit Manager – <i>Richmond</i> <i>Robinson, Farmer, Cox Associates</i>
2008 to 2014	Associate – <i>Richmond</i> <i>Robinson, Farmer, Cox Associates</i>

ENGAGEMENT TEAM PROFILES

WILLIAM T. GARDNER, CISA, CEH



Billy began his career at Robinson, Farmer, Cox Associates in 2014. Participated in numerous local government consulting and auditing engagements. Provided complete IT reviews for various localities and other entities in the Commonwealth of Virginia. Provided management and technological consulting services for both governmental and non-governmental clients. Provides Information Technology support for multiple clients throughout the Commonwealth of Virginia.

PROFESSIONAL CERTIFICATION

- › *Certified Information Systems Auditor (CISA)*
- › *Certified Ethical Hacker (CEHv7)*
- › *Security+ce*
- › *Network+ce*

EDUCATION

- › Averett University, Bachelor of Science Computer Information Systems

PROFESSIONAL AFFILIATIONS

- › Information Systems Audit and Control Association (ISACA), Member

PROFESSIONAL POSITIONS

2015 to Present	Director of Information Technology, Robinson, Farmer, Cox Associates
2007 to 2015	IT Audit Consultant & Systems Admin, Robinson, Farmer, Cox Associates
2001 to 2007	IT Help Desk Specialist I, University of Virginia Parking & Transportation Department, Charlottesville, Virginia

CONTINUING PROFESSIONAL EDUCATION

Robinson, Farmer, Cox Associates requires a minimum of one-hundred and twenty (120) hours every three years of continuing professional education for all certified public accountants. Further, RFC provides semi-annual in-house staff seminars which review current accounting, auditing, and reporting topics inclusive of current legislative matters. RFC's policy meets and exceeds the continuing professional education requirements established by the Virginia Society of Certified Public Accountants.

2020

David E. Foley

Sponsor	Course Title	Industry Type	Hours
RFC	Communication, Reporting, and Workpaper Documentation	Governmental	2.00
RFC	PFX Engagement TBs and Reporting Writing	Governmental	3.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	Governmental	1.50
AICPA	2020 GAQC Annual Update Webcast	Governmental	2.00
RFC	Audit Hacks - Workpaper Tips and Tricks	Governmental	5.00
VSCPA	Virginia CPA Ethics: 2020 Required Course	Governmental	2.00
RFC	Social Services and CSA	Governmental	2.50
AICPA	2020 EBPAQC Designated Audit Qual. Partner Audit Planning	Taxation	2.00
AICPA	2020 OMB Compliance Supplement and Single Audit Update	Governmental	2.50
RFC	A&A Risk Management	Governmental	3.50
CheckPoint	Network Nonprofit Acct Reports-Spring, Summer, Winter 2020	A&A	9.00
CheckPoint	Network Governmental Acct Reports-Spring, Summer, Winter 2020	Governmental	9.00
Total Hours			44.00

Paul H. Lee

Sponsor	Course Title	Industry Type	Hours
RFCA	VRS Training Session - Compliance Testing and Reporting	Governmental	3.00
RFCA	Communication, Reporting, and Workpaper Documentation	Governmental	2.00
RFCA	PFX Engagement TBs and Reporting Writing	Governmental	3.00
RFCA	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	Governmental	1.50
RFCA	2020 GAQC Updates	Governmental	2.00
RFCA	2020 Virginia CPA Ethics	Governmental	2.00
RFCA	Audit Hacks - Workpaper Tips and Tricks	Governmental	5.00
RFCA	Social Services and CSA	Governmental	2.50
CheckPoint	Network Nonprofit Acct Reports-Spring, Summer, Fall, Winter 2020	A&A	12.00
CheckPoint	Network Governmental Acct Reports-Spring, Summer, Winter 2020	Governmental	9.00
Total Hours			42.00

CONTINUING PROFESSIONAL EDUCATION: (CONTINUED)

2020

Kristen L. Choate

Sponsor	Course Title	Industry Type	Hours
AICPA	2020 EBPAQC Designated Audit Qual. Partner Audit Planning	Taxation	2.00
AICPA	Risky Business - Conducting Remote Audits in Uncertain Times	Governmental	1.00
AICPA	Advanced Topics in a Single Audit	Governmental	9.50
RFC	VRS Training Session - Compliance Testing and Reporting	Governmental	3.00
RFC	Communication, Reporting, and Workpaper Documentation	Governmental	2.00
RFC	PFX Engagement TBs and Reporting Writing	Governmental	6.00
GFOA	An Update on GFOA's New Best Practices	Governmental	2.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	Governmental	1.50
AICPA	2020 GAQC Annual Update Webcast	Governmental	2.00
RFC	Audit Hacks - Workpaper Tips and Tricks	Governmental	5.00
RFC	Social Services and CSA	Governmental	2.50
AICPA	2020 State & Local Government Audit Planning Considerations	Governmental	2.00
VSCPA	Virginia CPA Ethics: 2020 Required Course	Governmental	2.00
AICPA	2020 OMB Compliance Supplement and Single Audit Update	Governmental	2.00
GFOA	Implementing the CARES Act Coronavirus Relief Fund for Local Govts	A&A	2.00
RFC	A&A Risk Management	Governmental	3.50
Total Hours			48.00

Michael E. Lupton

Sponsor	Course Title	Industry Type	Hours
RFC	RFC Individual and Corporate Tax Update	Taxation	8.0
RFC	VRS Training Session - Compliance Testing and Reporting	Governmental	3.0
RFC	Communication, Reporting, and Workpaper Documentation	Governmental	2.0
RFC	PFX Engagement TBs and Reporting Writing	Governmental	3.0
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Proc	Governmental	1.5
AICPA	2020 GAQC Annual Update Webcast	Governmental	2.0
RFC	Audit Hacks - Workpaper Tips and Tricks	Governmental	5.0
RFC	Social Services and CSA	Governmental	2.5
AICPA	2020 OMB Compliance Supplement and Single Audit Update	Governmental	2.5
VSCPA	Virginia CPA Ethics: 2020 Required Course	Nonspecific	2.0
Checkpoint	Network Governmental Acct Reports-Summer, Fall, Winter 2020	Governmental	12.0
Checkpoint	Network Nonprofits Acct Reports-Winter, Spring 2020	A&A	6.0
Checkpoint	Employee Benefit Plans II - Auditing Considerations	EBPA&A	6.0
RFC	A&A Risk Management	A&A	3.5
Total Hours			59.00

Taylor Stover

Sponsor	Course Title	Industry Type	Hours
RFC	VRS Training Session - Compliance Testing and Reporting	Governmental	3.00
RFC	Communication, Reporting, and Workpaper Documentation	Governmental	2.00
RFC	PFX Engagement TBs and Reporting Writing	Governmental	3.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	Governmental	1.50
VSCPA	Virginia CPA Ethics: 2020 Required Course	Governmental	2.00
RFC	Social Services and CSA	Governmental	2.50
RFC	Audit Hacks - Workpaper Tips and Tricks	Governmental	5.00
RFC	A&A Risk Management	Governmental	3.50
CheckPoint	Network Nonprofit Acct Reports-Spring, Summer, Fall, Winter 2020	A&A	12.00
CheckPoint	Network Governmental Acct Reports-Spring, Summer, Fall, Winter 2020	Governmental	12.00
Total Hours			46.50

REFERENCES

City officials are encouraged to contact the administrative and financial officers of any of our clients in regard to the caliber of services provided by our Firm. Representative audit clients serviced by our Firm are listed below:

City of Williamsburg, Virginia

<u>Primary Contact</u>	<u>Contact Information</u>	<u>Scope of Work</u>
Barbara Dameron, CPA Director of Finance	401 Lafayette Street Williamsburg, VA 23185 (757) 220-6187	Audit Services GFOA Certificate

County of Culpeper, Virginia

<u>Primary Contact</u>	<u>Contact Information</u>	<u>Scope of Work</u>
Valerie Lamb, CPA Director of Finance	302 North Main Street Culpeper, VA 22701 (540) 727-3427	Audit Services GFOA Certificate

City of Martinsville, Virginia

<u>Primary Contact</u>	<u>Contact Information</u>	<u>Scope of Work</u>
Linda Conover Director of Finance	55 West Church Street Martinsville, VA 24114 (276) 403-5142	Audit Services

County of Frederick, Virginia

<u>Primary Contact</u>	<u>Contact Information</u>	<u>Scope of Work</u>
Cheryl Shiffler Director of Finance	107 North Kent Street Winchester, VA 22601 (540) 665-5610	Audit Services GFOA Certificate

County of Fluvanna, Virginia

<u>Primary Contact</u>	<u>Contact Information</u>	<u>Scope of Work</u>
Eric Dahl, County Administrator	132 Main Street Palmyra, Virginia 22963 (434) 591-1910	Audit Services GFOA Certificate

APPENDIX



REQUEST FOR PROPOSALS
FINANCIAL AUDIT SERVICES
CITY OF HOPEWELL

INVITATION: # 10-22

DATE: November 04, 2021

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building 300 North Main Street, Hopewell, Virginia 23860 until, but not later than **11:00 a.m. Thursday, December 2, 2021.**

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, three (3) copies, and a portable document format (pdf) version of the proposal shall be submitted to the City of Hopewell, Virginia.
2. Regardless of delivery method of proposal, the outside of each envelope must clearly indicate the following: *(If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):*

Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Proposal: December 2, 2021
Financial Audit Services
RFP # 10-22

3. Proposals by telephone, telegraph, or facsimile will not be accepted.
4. **ANY PROPOSAL RECEIVED AFTER 11:00 A.M. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

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Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia, and Section 2.2-4302.2 (Virginia Public Procurement Act) of the Code of Virginia.

All Proposals submitted must be signed by an individual authorized to bind the Offeror. Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell reserves the right to cancel the RFQ/RFP, to award in part or in whole, to waive all informalities, to reject any or all items of any proposal, or reject any and all proposals deemed to be in the City's best interest. The City may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/RFP. The City may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. The City shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this proposal.

The right is reserved to extend any resulting contract, for terms to be mutually negotiated and agreed upon.

If you desire not to quote on this invitation, please forward your acknowledgement of NO PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REMOVAL OF YOUR COMPANY'S NAME FROM THE QUALIFIED OFFEROR LIST.

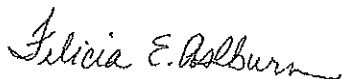
All proposals are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

The City reserves the right to be sole judge and to make the award in accordance with its own judgment as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Offeror and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

Proposal and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 17, 2017, as amended; a copy of which is available on the City's website (www.hopewellva.gov) under the tab GOVERNMENT, section LAWS/ORDINANCES. Click the link at the bottom of the page and click Chapter 2A-Procurement to view the Procurement Ordinance.



Felicia Ashburn
Acting Procurement Officer

CITY OF HOPEWELL
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Please return the Proposals to the Office of the City Clerk, Second Floor, Municipal Building, 300 N. Main Street, Hopewell, Virginia 23860. Regardless of delivery method of Proposal, the **outside** of each envelope must clearly indicate the following: *(if Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate)*:

**Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Proposal: December 2, 2021
Financial Audit Services
RFP # 10-22**

Note of Clarification:

All References to **BID** contained within this Invitation should be referred to as **PROPOSAL**.

Robinson, Farmer, Cox Associates	434-973-8314
NAME OF ORGANIZATION	TELEPHONE NUMBER
530 Westfield Road	434-974-7363
STREET ADDRESS	FAX NUMBER
Charlottesville, VA 22901	dfoley@rfca.com
CITY, STATE, ZIP CODE	EMAIL ADDRESS
David E. Foley	Member
NAME (TYPE OR PRINT)	OFFICIAL TITLE
	December 2, 2021
SIGNATURE	DATE
S028346-7	54-1896113
STATE CORPORATION COMMISSION ID#	IRS I.D. #

INCLUDE THIS PAGE WITH YOUR PROPOSAL-IF THIS FORM IS NOT INCLUDED IN THE PROPOSAL, THE PROPOSAL WILL BE REJECTED.

CITY OF HOPEWELL
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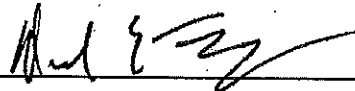
State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- is a corporation or other business entity with the following SCC identification number:
S028346-7 -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 Offeror 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 Offeror’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 proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

Signature:  Date: December 2, 2021

Name: David E. Foley
Print

Title: Member

Name of Firm: Robinson, Farmer, Cox Associates

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I. PURPOSE:

The City of Hopewell is soliciting proposals from qualified firms to obtain the services of qualified certified public accountants/auditors to perform a financial and compliance audit for the City of Hopewell, for Fiscal Years 2019, 2020, 2021, and 2022. The previous Fiscal Years 2019, 2020, and 2021 to be completed within eighteen (18) months from date of contract. This includes the governmental activities, business type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information.

This solicitation is issued by the Hopewell City Finance Department on behalf of the City of Hopewell, Hopewell City School Board and the Hopewell Department of Social Services, political subdivisions of the Commonwealth of Virginia, herein after referred to for convenience as "Owner".

For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as "auditor" or "firm". "CPA" shall mean Auditor's CPA.

The City of Hopewell reserves the right to award to more than one Offeror.

The City of Hopewell will select the firm(s) who they determine most closely satisfies the needs of the City. There is no requirement for acceptance of the lowest cost of service offered, and specific requirements may be waived or amended at the discretion of the City.

II. STATEMENT OF NEEDS/ SCOPE OF SERVICES:

A. Contractor's Qualifications

1. During the term of this contract the Auditor shall be licensed to perform the audit as provided in the applicable laws of the Commonwealth of Virginia. The Auditor shall also be independent as that term is defined in the Ethical Rules of the AICPA.
2. The Auditor shall comply with the requirements of qualifications as contained in the Government Auditing Standards issued by the Comptroller General of the United States.
3. The Auditor will be required to have significant experience with Local City Governments.

B. Specific Requirements: The awarded firm shall:

1. Audit the Financial Statements

Audit the financial statements of the City of Hopewell as a whole and it's discretely presented component unit, Hopewell City Public Schools, in accordance with generally accepted auditing standards. The audit shall result in the preparation of financial statements from the audited records of the Owner by the Auditors with the Auditors' opinion and notes thereon. The Auditors' opinion shall be unmodified unless the Auditor furnishes to the Owner on a timely

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basis, reasons for qualifying the opinion, disclaiming an opinion or rendering an adverse opinion.

The Code of Virginia requires the Owner to have all of its accounts and records audited annually by an independent CPA in accordance with the specifications furnished by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia, *Specifications for Audits of Counties, Cities and Towns*, as of June 30 of each year. 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 OMB Circular A- 133, *Audits of States, Local Governments and Non Profit Organizations*. It will include tests of accounting records, a determination of major programs in accordance with Circular A-133 and other procedures necessary in order to express an opinion and render the required reports. The Owner is required to submit its Annual Comprehensive Financial Report (ACFR) to the APA by the following December 15. The CPA shall present a detailed written report to the local governing body at public session by the following January 31.

2. Prepare the APA Comparative Report Transmittal Forms and provide Agreed-upon Procedures.

Prepare the City’s Comparative Report Transmittal Forms on behalf of the Owner in compliance with the requirements of the *Uniform Financial Reporting Manual (UFRM)* and provide certain “agreed upon procedures” as set forth in the APA’s *Specifications for Audits of Counties, Cities and Towns*. The Owner is required to submit its Comparative Report Transmittal Forms to the APA by December 15.

3. Prepare the Schedule of Expenditures of Federal Awards and Data Collection Form (Federal Grants Audit)

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, and the *Specifications for Audits of Counties, Cities and Towns* issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The CPA shall prepare the Schedule of Expenditures of Federal Awards for the primary government and discretely presented component units and the Data Collection Form required by OMB Circular A-133 by December 15 for submission by the Owner to the Federal Audit Clearinghouse as part of its Reporting Package.

4. Internal Controls

In connection with the audit of the financial statements, the Auditor shall consider, test, and report on internal controls in accordance with Generally Accepted Auditing Standards (GASS), *Government Auditing Standards*, OMB Circular A-133, *Audits of State Local Governments*, and the *Specifications or Audits of Counties, Cities and Towns*. It is understood that in performing these tests of controls, the Auditor shall visit the following areas during the course

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of the audit: Information Technology, Finance, Treasurer, School Board, Social Services, and other areas as required. Non-reportable conditions discovered by the Auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

5. Compliance Auditing

In connection with the audit of the financial statements, the Auditor shall 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 (as required)

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

7. GFOA Certificate of Achievement for Excellence in Financial Reporting – Checklist

Provide special assistance to the Owner in order for it to continue to meet the requirements of the Government Finance Officers' Association of the United States and Canada (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" Process. Provide the Owner a formal review of the Owner's ACFR against the GFOA certificate program checklist prior to finalizing the ACFR.

8. Supplemental Schedules and Statistical Schedules

The Auditor is to also provide "an in-relation-to" opinion on the supporting schedules based on the audit procedures applied during the audit of the general purpose financial statements and the combined and individual fund financial statements and schedules. This includes the statements of the Treasurer's accountability, the analysis of funding progress for pension plans, the schedule of federal assistance, Budgetary Comparison Schedules and the Management's Discussion and Analysis Statement.

9. Cost Allocation Plan

The Auditor shall be responsible for calculating indirect costs and submitting appropriate reports to the state as part of the cost allocation plan involving reimbursable cost from the Department of Social Services.

10. School Funds

The audit of the School Cafeteria Funds shall be included in the audit of the Owner's financial statements.

11. Internal Controls and Management Recommendation Letters

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The Auditor shall issue a report on internal controls to the Owner containing recommendations to strengthen internal controls should such be necessary. The Auditor shall issue a report to the Finance Director for any minor internal control issues or recommendations to improve procedures.

12. Annual Meeting – New Financial Reporting Standards and Audit Findings

Meet annually in the late winter or early spring to plan for the upcoming year-end and ACFR preparation. Provide the Owner with a formal presentation of the financial reporting standards and the specific impact on the City and any component units. Specifically address any new Governmental Accounting Standards Board (GASB) Statements and any applicable Financial Accounting Standards Board (FASB) statements. The Auditor shall inform the City of any difficulties encountered in performing the audit and significant audit adjustments.

13. Attend City Council Meeting

Before December 31 of each year, attend the City Council meeting to present the results of the audit.

14. Additional Meetings

In addition to the annual meeting and the City Council meeting, the selected Auditor shall meet with the Finance Director and members of his accounting staff before the preliminary work and at the end of the fieldwork. The purpose of these meetings is to keep the Owner fully informed on the scope and progress of the audit.

15. Technical Assistance

From time to time during the contract period, the Auditor will provide assistance, advice, or recommendations regarding new or unusual accounting procedures. This assistance will be provided in a timely manner and will generally be requested on an informal basis as the need arises.

16. Required Reports

Following the completion of the audits of each fiscal year's financial statements, the Auditor shall:

- a. Issue a report on the fair presentation of the Basic Financial Statements as presented in the Owner's ACFR in conformity with Generally Accepted Accounting Principles.
- b. The Auditor shall also be responsible for performing certain limited procedures involving the Management's Discussion and Analysis (MD&A) and Required Supplementary Information (RSI) required by GASB as mandated by Generally Accepted Accounting Audit Standards (GAAS).
- c. 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

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Awards.

- d. Issue a report on the 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 shall describe the scope of testing of internal controls and the results of the tests, and, where applicable, refer to the separate Schedule of Findings and Questioned Costs.
- e. 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 shall 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 shall also include an opinion as to whether the Owner 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. Issue a report on compliance with the general requirements applicable to federal assistance programs. The Auditor shall communicate all instance 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. 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 shall 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 shall reference the Schedule in his report on compliance.
- h. Issue a Schedule of Findings and Questioned Costs prepared in accordance with the requirements of OMB Circular A-133.
- i. Issue a report on compliance and internal controls which shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.
- j. Issue a report summarizing compliance matters tested in accordance with the Uniform Financial Reporting Manual.
- k. Issue a report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. This report shall be forwarded to the Finance Director for submission with the forms to the Auditor of Public Accounts.
- l. Issue a separate opinion on the Basic Financial Statements to be used by the Owner as part of its Official Statements in debt offerings. (as required)
- m. Issue two letters regarding internal control and operations, one addressed to the City

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Council and one addressed to the Finance Director.

- 1) The “Management Letter”, addressed to the Finance Director, shall state the existence or non-existence of situations that lack the significance to be designated as reportable conditions as well as opportunities to improve revenues, decrease costs, improve efficiency, improve management information etc.
 - 2) These letters shall encompass the primary government as well as its Component Units. All findings that are candidates for inclusion in either of these letters must be discussed with the responsible Department Head or his/her designee and the appropriate contact person.
 - 3) Initial drafts of all findings shall be provided to the Finance Director at the conclusion of the interim fieldwork phase of the audit, but not later than June 30. Final drafts of the finding shall be provided to the City Manager at the conclusion of the audit fieldwork, but not later than November 1. The letters shall be issued in final form no later than December 1.
- n. The Auditor shall make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the:
- City Council
 - Hopewell City School Board
 - City Manager
 - Superintendent of Schools
 - Director of Finance
 - City Treasurer
 - Director of Social Services

17. Report Preparation and Presentation

The Auditor will be responsible for ACFR preparation, editing and printing. The Auditor shall furnish the audit opinion and required compliance reports necessary for the production of the ACFR.

The Auditor shall provide to the Hopewell City Public Schools’ Director of Finance ten (10) copies of the complete financial statement and report for all schools Student Activity Funds and an extract report for each school Student Activity Fund not later than September 1 of each year.

The Auditor shall present the Annual Comprehensive Financial Report to the Owner at a public session as required by Section 15.1-167 of the Code of Virginia.

18. Submission of Report to the APA

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The Auditor will submit three (3) copies of the ACFR to the Auditor of Public Accounts by December 15 of each year in accordance with Section 15.1-166 of the Code of Virginia.

19. Submission of Reports to Federal and State Agencies

The Owner will be responsible for submitting copies of the ACFR to appropriate state and federal agencies.

20. Submission of Transmittal Forms to the APA

The Auditor shall submit one copy of the Comparative Report Transmittal Forms, including his report thereon, to the Auditor of Public Accounts by December 15 following the end of the fiscal year. The Auditor shall prepare the Comparative Report Transmittal Forms for accuracy and compliance with APA's UFRM by December 15 for Finance Department Review. The Auditor shall issue the related "agreed upon procedures" transmittal letter as required by the APA not later than December 15. The Auditor shall file the reports electronically with the APA by the December 15 deadline.

21. Submission of Reports to GFOA

The Owner will submit the ACFR to the Government Finance Officers' Association for review for the Certificate of Excellence in Financial Reporting. The auditor shall review the ACFR using the GFOA checklist prior to the Owner's submission and provide the City's Finance Department with comments for correction prior to December 1.

22. GASB/FASB Pronouncements

The Auditor will undertake to keep the Owner fully informed as to new GASB and FASB pronouncements. The Auditor shall formally report to the Finance Department staff any new financial reporting requirements and the specific impact on the Owner's financial statements. If the Owner encounters any difficulties in implementing and complying with the specific reporting requirements mandated by the GASB or FASB, the Owner may request the Auditor's assistance to enable it to comply with these reporting requirements.

23. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Owner of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the Owner.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting

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significance.

24. Field Audit Schedule Deadlines

The Auditor shall have completed the preliminary field audit no later than June 10 and the final field audit no earlier than September 15 and no later than October 10. The Auditor shall provide a detailed audit plan and a list of all schedules to be prepared by the City by July 1.

25. Additional Services

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

C. Owner Responsibilities

The Finance Department has the responsibility for maintaining the general accounts of the Owner. The Finance Department is the central oversight and coordinating agency for the City-wide audit of the financial statements. The Finance Director is the Audit Coordinator for the City. The Finance Department will provide all information required for the Auditor to perform their duties. The Owner will also provide space in Owner facilities for Auditors to perform on-site work.

D. Term of Engagement

A four (4) year contract, with the option to renew for one (1) additional year, is contemplated, subject to the annual review and recommendation of the City of Hopewell, the satisfactory negotiation of terms (including a price acceptable to both the City of Hopewell and the selected firm) and the annual availability of an appropriation.

III. OFFEROR'S INSTRUCTION:

A. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Offerers may submit any questions or requests for additional information regarding the project in written format by Tuesday 11/16/2021 at 5:00PM. All questions shall be directed to Felicia Ashburn fashburn@hopewellva.gov. A formal clarification will be sent out in writing on 11/22/2021, to all known potential Offerors.
2. Proposals must be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Procurement Officer requiring prompt submission of missing

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information and/or receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. 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 context. To facilitate an effective evaluation process, offerors are instructed to utilize the following format in preparing the proposal:

- a. Proposals must include the following completed forms:
 - i. Signature Sheet
 - ii. State Corporation Commission Form
 - b. Proposal should be prepared on 8 ½ x 11 inch paper
 - c. Page margins must be at least one inch on all sides
 - d. Any type smaller than a 12-point font will not be accepted in proposal narratives
 - e. All acronyms must be defined
 - f. Submission of (1) original, and three (3) copies of the full proposal, plus one (1) electronic copy on a USB drive.
3. The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Hopewell. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. **Each copy of the proposal should be bound with all documentation in a single volume where practical.**

Responses must, in any event, contain the following information and be organized into separate chapters and sections using the format described below in order to provide each firm an equal opportunity for consideration.

- a. Statement of Qualifications
 1. Signature sheet and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.
 2. History of the firm, including number of years in business and size of firm.
 3. The approximate date the audit will begin (including preliminary fieldwork) and end including the approximate dates for delivery of the auditors' reports.
 4. Resumes, including experience, of the individuals who will be assigned, relevant experience of each in auditing municipalities, and recent continuing professional education of each stating that they have met the requirements required by Government Auditing Standards, issued by the Comptroller General of the United States.
 5. Reference letters from a minimum of five organizations, **preferably**

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- local government**, for which proposed staff has completed audits. Include names, addresses and telephone number of persons who may be contacted.
6. A copy of the report on the firm's most recent peer review and certification that Firm has met the peer review standards of the AICPA and Government Auditing Standards.
 7. A statement by the Offeror that:
 - i. The firm is independent of the Owner, as that term is defined in the Ethical Rules of the AICPA.
 - ii. The firm and the partner assigned of the engagement are licensed to perform the audit as provided by the applicable laws of the Commonwealth of Virginia.
 - iii. The firm will provide adequate supervision of their field staff on a day-to-day basis.
- b. Proposal:
The proposal should set forth a work plan, including an explanation of the audit methodology to be followed.
4. Proposals shall be signed by the authorized representative of the Offeror.
 5. Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the RFP.
 6. All expenses for making proposals to the City shall be incurred by the Offeror.
 7. Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.
 8. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within 3 days of the due date of the solicitation. All addenda must be signed and submitted with proposal. Notice of addenda will be posted on eVA. It is the offeror's responsibility to monitor the webpage for the most current addenda.

IV. PROPOSAL EVALUATION PROCESS:

The City of Hopewell shall appoint a Selection Committee to review and evaluate all

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proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed in Section V. The City of Hopewell may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process. Firms invited to the discussion should be prepared to have general discussions on non-binding estimates of cost to provide requested services. At the conclusion of the evaluation process, the City will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

V. PROPOSAL EVALUATION CRITERIA

The respondents will be evaluated on the following criteria:

1. 30 Points - Proven record of expertise and independence in the auditing of local governments.
2. 20 Points - The audit plan indicating an understanding of the work, how the audit work is to be performed, the timing of the audit work, and the assistance needed from the City.
3. 20 Points - Experience and professional qualifications of the audit team, including applicable Virginia licensing requirements.
4. 20 Points - References from other governmental entities.
5. 10 Points - Overall completeness, clarity and quality of proposal.

The selection process shall be governed by and completed in accordance with the Hopewell City Procurement Ordinance. If any provision of this Request for Proposal shall be found to be inconsistent or in conflict with such policy, the terms of the ordinance shall govern.

The City of Hopewell reserves the right to reject any or all proposals.

The City of Hopewell reserves the right to evaluate any sources of information available on a potential vendor.

VI. 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 the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. **This compliance includes obtaining a Hopewell business license, if required, before work is performed.**
- B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to 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, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will 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 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 non-discrimination clause.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
4. To provide a drug-free workplace for the contractor's employees.
5. 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

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For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

- C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.
- D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney’s fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.
- E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.
- F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.
- G. **CONTRACTOR’S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.
- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any

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kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors 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.
- M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia 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 the City of Hopewell, Virginia under said contract.
- N. **PAYMENT:** Payment by the City is due thirty (30) days after receipt of approved invoice unless otherwise specifically provided: subject to any discounts allowed. If an invoice requires modifications by the City, the thirty (30) day period begins after receipt of acceptable invoice.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

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Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- O. **PRECEDENCE OF TERMS:** Paragraphs A-N 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.
- P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **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.

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2. The Purchasing Department and/or Contract Administrator may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract 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 Purchasing Department/Contract Administrator 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 to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's and/or Contract Administrator's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor 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 the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, 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 Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. 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 in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the 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 contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.
- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.
- T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock 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 the City 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. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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- U. **INSURANCE:** The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$1,000,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.

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6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

VII. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- D. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall

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be valid for 90 days. At the end of the 90 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- E. **CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. 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 effective date of cancellation.
- F. **EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid/proposal. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.
- J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to

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assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.

- K. **NEGOTIATION WITH THE LOWEST BIDDER (IF APPLICABLE):** Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.
- L. **TRADE SECRETS OR PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.



ADDENDUM # 1
RFP #10-22 – FINANCIAL AUDIT SERVICES

NOVEMBER 22, 2021

The City of Hopewell has received and reviewed the below question/request related to RFP #10-22 – Financial Audit Services, and offers the following response as Addendum #1. Please acknowledge receipt of this addendum by signing and including **page 2** as part of your proposal response.

1. Will the City consider allowing cost allocation firms to bid solely on task # 9 Cost Allocation Plan?

9. Cost Allocation Plan

The Auditor shall be responsible for calculating indirect costs and submitting appropriate reports to the state as part of the cost allocation plan involving reimbursable cost from the Department of Social Services.

The Government Finance Officers Association (GFOA) advises governments that, when selecting an organization to perform their cost allocation, “The need for independence may prevent the financial statement auditor from serving in this role.” This is due to a conflict of interest present when an auditor is tasked when auditing their own performance.

The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP.

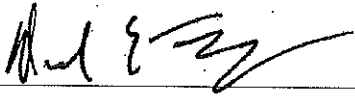
The City may modify the project’s scope of services and required tasks during negotiation process with the successful Offeror.

Please sign and include this form as part of your proposal response to verify receipt of Addendum # 1.

Felicia Ashburn

Felicia Ashburn, Acting Procurement Officer

RFP #10-22 –Financial Audit Services – Addendum #1
City of Hopewell, Virginia
November, 22 2021



Signature of Receipt of Addendum # 1

December 2, 2021

Date

Robinson, Farmer, Cox Associates

Company Name



CPAs | CONSULTANTS

ROBINSON, FARMER, COX ASSOCIATES, PLLC

Certified Public Accountants

May 11, 2022

To City Council, City Manager and City Finance Director
City of Hopewell, Virginia
300 North Main Street
Hopewell, Virginia 23860

We are pleased to confirm our understanding of the services we are to provide City of Hopewell, Virginia, for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Hopewell, Virginia as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Hopewell, Virginia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Hopewell, Virginia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis
- 2. Budgetary comparison information
- 3. Schedules related to pension and OPEB funding progress

We have also been engaged to report on supplementary information other than RSI that accompanies City of Hopewell, Virginia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1. Schedule of expenditures of federal awards
- 2. Supporting schedules
- 3. Combining a nd individual fund financial statements and schedules

**CHARLOTTESVILLE OFFICE:
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P.O. Box 6580
Charlottesville, Virginia 22906
E-mail: rfc@rfca.com
Website: www.rfca.com

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

1. Introductory section
2. Statistical section

Audit Objectives:

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on ---

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms on conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; 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 the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of City of Hopewell, Virginia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General:

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control:

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Audit Procedures-Internal Control: (Continued)

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance:

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Hopewell, Virginia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Hopewell, Virginia's major programs. The purpose of these procedures will be to express an opinion on City of Hopewell, Virginia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Other Services:

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Hopewell, Virginia in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We also, in accordance with the Auditor of Public Accounts' *Specifications for Audits of Counties, Cities, and Towns* will provide the following:

- › Agreed Upon Procedures Report on the City's Comparative Cost Report Transmittal Forms in electronic format.
- › Examination of the City and School Board's Virginia Retirement System as required by the Auditor of Public Accounts' Specifications
- › Audit and Issue a Report on Sheriff's Internal Controls in accordance with Auditor of Public Accounts' *Specifications of Audits of Counties Cities and Towns*, Section 2-8, Sheriff's Internal Controls.

Management Responsibilities:

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring

Management Responsibilities: (Continued)

that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor compliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management Responsibilities: (Continued)

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other:

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robinson, Farmer, Cox Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to The City's Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robinson, Farmer,

Engagement Administration, Fees, and Other: (Continued)

Cox Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City's Funding Agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in August and to issue our reports upon your approval. David E. Foley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$181,000. Our hourly rates are as follows:

Partner	\$250
Director/Manager	\$200
Senior	\$150
Staff/Junior	\$125
Admin Support	\$75

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these services may be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to City of Hopewell, Virginia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



David E. Foley
Certified Public Accountant
Member

RESPONSE:

This letter correctly sets forth the understanding of City of Hopewell, Virginia.

Management signature: _____

Title: _____



ROBINSON, FARMER, COX ASSOCIATES, PLLC
Certified Public Accountants

May 11, 2022

To City Council, City Manager and City Finance Director
City of Hopewell, Virginia
300 North Main Street
Hopewell, Virginia 23860

We are pleased to submit our fee schedule for the period June 30, 2020 through June 30, 2022. Our cost estimate is as follows:

	<u>2020</u>	<u>2021</u>	<u>2022*</u>
Audit Services	\$ <u>186,430</u>	\$ <u>192,022</u>	\$ <u>202,783*</u>

*This fee includes an additional cost of \$5,000 for implementation of GASB 87.

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Hopewell, Virginia if you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES

A handwritten signature in black ink, appearing to read 'David E. Foley', is written over a horizontal line.

David E. Foley
Certified Public Accountant
Member

ADJOURNMENT