



October 4, 2024

Re: Audit Services for BRCEDA, SBDC, and The Wired Road Authority

To whom it may concern:

### Overview

The Carroll-Grayson-Galax Regional Industrial Facility Authority, d/b/a Blue Ridge Crossroads Economic Development Authority (BRCEDA) is seeking accounting firms to submit a proposal for the preparation of its yearly audited financial statements and related filings for a three-year time period for three entities including BRCEDA, the Blue Ridge Crossroads Small Business Development Center (SBDC), and the Wired Road Authority (collectively referred to herein as the “Client”). The audit of these three entities’ financial statements must be performed in accordance with generally accepted auditing standards, including any applicable federal or state regulations. **Desired start time for services is December 2024.**

The services to be provided by the successful offeror (hereinafter “Firm” or “Auditor”) include, but are not limited to:

- Annual financial statement audit for BRCEDA, SBDC, and The Wired Road Authority
- Federal Single Audit
- Preparation of IRS form 990 as applicable
- Management letter
- Internal Controls Review
- Risk Assessment
- Audit Planning and Advisory Services
- Other agreed-upon procedures

### Contract Term

- The terms of this contract, if awarded, would be for a three-year term, with an option for renewal for up to three (3) additional terms of one-year, dependent upon mutual agreement between the parties.

### Format

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Proposal must include the following information for consideration: Evidence of the firm's qualifications to provide the above services

- Background and experience in auditing comparable clients
- The availability of qualified staff and organizational structure of the auditor's firm
- Statement of the firm's understanding of the work to be performed
- A proposed timeline for fieldwork and final reporting
- Names of the partner, audit manager, and field staff who will be assigned to our audits and provide biographies
- References and contact information from at least 3 comparable audit clients

Please feel free to include additional information that you believe pertinent to the organization's request.

Sealed proposals, plainly marked "**RFP - BRCEDA Audit Services**" on the outside mailing envelope, addressed to Blue Ridge Crossroads Economic Development Authority, Attn: Ashlyn Shrewsbury, 1117 East Stuart Drive, Box 10, Galax, VA 24333 will be accepted until **4:00 pm on Thursday, October 31, 2024**

### **Procurement Process**

The procurement method shall be competitive negotiation for professional services as outlined and defined in Title 2.2, Chapter 43, of the Code of Virginia, 1950 (Virginia Public Procurement Act ("VPPA"), 2.2-4302.2).

All proposals submitted should be signed by an individual authorized to bind the Offeror. The Client reserves the right to cancel the RFP, to award in part or in whole, to waive all informalities, to reject any or all items of any proposal, or terms and conditions of any proposals deemed to be in conflict with the terms of this RFP or otherwise contrary to Client's best interest. Client may modify any requirements in the RFP prior to the deadline by written notice to each Offeror requesting a copy of the RFP. Client may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. Client 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.

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

Individual Offerors must provide their social security numbers and other types of firms must provide their federal employer identification numbers.

Client reserves the right to be sole judge and to make the award in accordance with its own judgement as to what will best meet its requirements and be in the best interest of Client, in conformity with the VPPA.

The right to reject any and all proposals and to waive any informality is herewith reserved exclusively by Client.

All proposals shall become the property of Client and shall be available for public inspection in accordance with the requirements of the Virginia Public Procurement Act, and the Virginia Freedom of Information Act §§ 2.2-4300 *et seq.* and §§ 2.2-3700 *et seq.* of the Code of Virginia, 1950.

Each proposal shall be provided by the bidder/offeror in a plain envelope indicating only the subject upon which the proposal is being entered, and the related RFP number of Client. Client will not be held responsible for proposals not appropriately marked or delivered by the deadline.

## **Request For Proposal Auditing Services**

### **Scope of Work to Be Performed**

#### ***A. Financial Statements***

The auditor shall audit all financial statements of Client in accordance with generally accepted auditing standards; including as applicable the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal regulations (CFR) Part 200 Uniform Administrative Requirements, Costs Principles and Audit

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Requirements for Federal Awards (Uniform Guidance); and the Auditor of Public Account's Specification for Audits of Local Government Authorities, Boards and Commissions. The audit shall result in the preparation of financial statement (including separate reports for component units) from the audited records of the Local Government with the auditor's opinion thereon. These financial statements shall be prepared in accordance with the standards established by the Governmental Accounting Standards Board.

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

The auditor shall apply procedures and provide an "in relation opinion" for budgetary comparison information, the schedule of federal expenditures and other supplementary information included in Client's financial report.

### ***C. Internal Controls***

In connection with the audit of the financial statements, the auditor shall consider, test, and report on internal controls in accordance with Auditing Standards Generally Accepted in the United States, *Government Auditing Standards*, the Uniform Guidance, and the Specification for Audits of Authorities, Boards and Commissions.

### ***D. Compliance Auditing***

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with the Government Auditing Standards, the Uniform Guidance, and the Specifications for Audits of Authorities, Boards and Commissions.

## **Audit Planning, Meetings and Report Preparation**

### ***A. Meetings***

The selected Auditor shall perform such conferences with Client staff as may be necessary in preparation for the audit, and shall schedule conferences with the Client administrative staff before offering the final report to the governing body of Client. The purpose of these meetings is to keep the governing body fully informed on the scope and progress of the audit, and to provide opportunities for Client staff to clarify and respond to any questions or concerns. A draft of the

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final report shall be furnished to the Client, in a meeting, for comments prior to final completion of the draft report.

### ***B. Required Reports***

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

1. An opinion on the fair presentation of the basic financial statements and any fund statements presented in conformity with accounting principles generally accepted in the United States of America.
2. A report on supplementary schedules described above or as otherwise may be necessary to comply with all applicable auditing standards.
3. A report on compliance and internal control over financial reporting based on an audit of the financial statements performed in accordance with Government Auditing Standards. The Auditor shall communicate all significant deficiencies found during the audit in the report on internal controls. Further, the Auditor shall identify any material weaknesses in the audit. The Auditor shall report other weaknesses in internal controls not meeting the definition of a significant deficiency in a separate letter to management.
4. A report on compliance with requirements applicable to each major program and internal control over financial reporting in accordance with the Uniform Financial Reporting Manual.
5. A report disclosing the status of findings and recommendations from the previous audits in accordance with Government Auditing Standards and the Specifications for Audits of Authorities, Boards and Commissions.

The Auditor shall be responsible for report preparation, editing, and printing. The Auditor shall provide a presentation on the Client audit to the Client as required by the Auditor of Public Accounts.

### ***C. Submission of Reports***

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The Auditor shall submit all reports in a timely manner to enable Client to meet all submission requirements to the Auditor of Public Accounts in accordance with the Code of Virginia, as amended. Auditor shall provide at least ten (10) copies of Auditor's reports to Client.

### **Proposals**

1. In order to be considered for selection, Offerors/Bidders must submit a complete response to this RFP. One (1) original, three (3) copies, as well as one electronic copy, must be submitted.
2. Proposals submitted only by telephone, e-mail, or facsimile will not be accepted.
3. Regardless of delivery method of proposal, the outside of each envelope must be clearly marked as follows: **"RFP - BRCEDA Audit Services,"** addressed to Blue Ridge Crossroads Economic Development Authority, Attn: Ashlyn Shrewsbury, 1117 East Stuart Drive, Box 10, Galax, VA 24333
4. Any proposal received after 4 p.m., EST, on October 31, whether by mail or otherwise, will not be considered and will be returned unopened.
5. Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be best value, competitive negotiation for professional services as outlined and defined in Title 2.2, Chapter 43, of the Code of Virginia, 1950 (Virginia Public Procurement Act (VPPA), 2.2-4302.2).
6. Client anticipates awarding a three (3) year contract with up to three (3), one (1) year renewal options.
7. All proposals submitted should be signed by an individual authorized to bind the Offeror. Client reserves the right to cancel the 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 as deemed to be in Client's best interest. Client may modify any requirements in the RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFP. Client may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. Client shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or great than the scope of services contemplated in this proposal.

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8. All proposals are subject to general terms and conditions attached hereto as Exhibit A.
9. Individual Offerors must provide their social security numbers and other types of firms must provide their federal employer identification numbers.
10. Client reserves the right to be sole judge and to make the award in accordance with its own judgement as to what will best meet its requirements and be in the best interest of Client.
11. Availability of Funds: It is understood and agreed between the Firm and Client that Client 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.
12. All proposals shall become the property of Client and shall be available for public inspection in accordance with the requirements of the Virginia Public Procurement Act, and the Virginia Freedom of Information Act §§ 2.2-4300 *et seq.* and §§ 2.2-3700 *et seq.* of the Code of Virginia, 1950.
13. All proposals shall include a listing of prior and/or current clients to service as references.

#### **Selection Criteria**

1. (30%) Skill, experience, and training of firm management and those expected to perform and oversee the audit.
2. (30%) The reputation of the Firm in auditing similar governmental units, including the results of contact with provided references.
3. (20%) The demonstrated ability of the Firm to provide reports timely and with appropriate documentation and support.
4. (20%) The willingness and ability of the Firm to provide advice and assistance on a timely basis as needed.

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Selection will be made by the Client Board of Directors upon the recommendation of staff.

In making its determination of the successful offeror, the Client shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed services to be provided. At the discussion stage, the Client may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § [2.2-4342](#), proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of the discussions, on the basis of the evaluation factors stated in the Request for Proposal and all information developed in the selection process to this point, the Client shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

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

Should the Client determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

### **Proposals and Letters of Submittal**

The proposal shall include, at a minimum, the following information:

1. History of the firm, including number of years in business and size of firm.

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2. A statement by the prospective Auditor of the understanding of the work to be performed with descriptions of the audit approach.
3. The approximate dates the audit will begin (including preliminary field work) and end. Also, the approximate dates for delivery of the financial statements and Auditor's reports.
4. Biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing municipalities and recent continuing professional education of each.
5. Names, address and telephone numbers of persons who may be contacted for references.
6. A copy of the report on the firm's most recent external peer review.
7. A copy of the firm's most recent review performed by the Auditor of Public Accounts.
8. By submitting a proposal Auditor certifies that:
  - A. The firm is independent of Client, as that term is defined in the Ethical Rules of the AICPA.
  - B. The firm and the partner assigned to the engagement are licensed to perform the audit as provided by applicable laws of the Commonwealth of Virginia and are current on all applicable continuing education requirements.
  - C. The firm has met any applicable peer review standards of the AICPA and as required by Government Auditing Standards.
  - D. The firm will provide adequate supervision on a day-to-day basis.

## Questions

Any questions regarding this request for services please contact Ashlyn Shrewsbury, BRCEDA Executive Director, at [director@brceda.org](mailto:director@brceda.org) or (276) 601-7727.

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## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

#### 1. General Provisions

- A. The work of the Contractor hereunder is performed as an independent contractor. The Contractor is not an employee of the Client, and the Client will not control the means, methods, techniques, or procedures of the Contractor performing the work, and the Contractor is expected to use its own judgment in providing the results called for under this contract. Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.
- B. This contract is subject to appropriations by the Client.
- C. All bids shall remain valid for a period of ninety (90) days after the scheduled due date.
- D. Withdrawal of bids due to error shall follow the procedures contained in § 2.2-4330(A) and (B)(1) of the Code of Virginia, 1950, as amended.
- E. The Client reserves the right to reject any and all bids/proposals in accordance with § 2.2-4319 of the Code of Virginia, 1950, as amended.
- F. All procurements by the Client will adhere to the provisions of the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.*, of the Code of Virginia, 1950, as amended.

#### 2. Laws of the Commonwealth

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- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor represents to the Client that it will:
1. Conform to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
  2. Not employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986;
  3. Comply with federal, state and local laws and regulations applicable to the performance of the services procured; and
  4. Has submitted the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability, status as a service-disabled veteran, national origin or other status prohibited by state law, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
  2. The Contractor will include the provisions of the foregoing subparagraph 2. (B)(1) in every subcontract or purchase order under this Contract of over

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\$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, 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.

- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Client does not discriminate against faith-based organizations.  
"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.  
If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

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### **NOTICE**

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Client and a faith-based organization, you are hereby notified as follows:

**Neither the Authority's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Authority, c/o it's Executive Director.**

### **3. Certifications**

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or

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promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.
- F. The Contractor certifies that the bid or proposal has been submitted, to the best of Contractor's knowledge, in full accordance with the requirements of Virginia Law governing ethics in public contracting, including without limitation the Virginia State and Local Government Conflicts of Interests Act, § 2.2-3100 *et seq.*, of the Code of Virginia, and the Virginia Public Procurement Act § 2.2-4300 *et seq.*, of the Code of Virginia.

#### 4. **Warranties**

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the Client. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the Client the full contract price agreed to by the Client to be paid for the supplies, materials, equipment, or services furnished under the bid or proposal.

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**5. Modifications, Additions or Changes**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Client; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the Client. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Client.

**6. Assignment**

The contract may not be assigned, sublet, or transferred without the written consent of the Client.

**7. Audit**

Reserved.

**8. Ownership of Documents**

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the Client by the Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the Client. The Client shall own the intellectual property rights to all materials produced under this contract.

All data submitted to the Client deemed to be confidential or proprietary by Contractor, whether as part of Contractor's proposal or as part of Contractor's work product under a contract with Client shall be appropriately marked for protection in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

**9. Payment and Performance Bond**

Reserved.

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**10. Required Payment**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Client attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Client and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Client for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- D. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

**11. Liability Coverage**

Unless otherwise expressly excepted in the procurement announcement documents prepared by the Client, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the Client from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 12 "Insurance and Bond Requirements" set forth below and shall name the Board of Directors and the Client as an Additional Insured. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the Client with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Client at least 30 days' notice prior to cancellation or other termination of such insurance. The Client shall be named as a co-insured on all such policies and evidence of such status as a co-insured shall be provided to the Client prior to the time the contract is executed by the Client.

**12. Insurance and Bond Requirements**

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The Contractor shall maintain the following insurance, when applicable to the project, goods or services to be procured, to protect it and Client from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

The Firm agrees to indemnify, defend, and hold harmless the Client and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the Client or its officers, agents, or employees, alleging damage or injury arising out of the acts or omissions of Firm or its agents and employees; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the Client or its officers, agents, or employees.

<u><b>TYPE OF COVERAGE</b></u>	<u><b>LIMITS</b></u>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory limits
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations	\$1,000,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$2,000,000 Aggregate
Including:	
Underground Hazard (U)	
Explosion and Collapse	
Hazard (XC)	
Independent Contractors – Client's Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

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Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Client and Contractor	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury with Employee's Exclusion C deleted	\$2,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability Insurance (Only when applicable to the services to be provided under the contract)	\$2,000,000 Limit of Liability

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the Client for damage thereto.
- B. The Client reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

**13. Environmental Management**

Reserved.

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**14. No Waiver**

Any failure of the Client to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Client of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

**15. Loss or Damage in Transit**  
Reserved.

**16. Choice of Law**

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

**17. Forum Selection**

The parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Client, Virginia or if appropriate jurisdiction exists, in the United States District Court for the Western District of Virginia.

**18. Severability**

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

**19. Limitation of Liability**

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The Contract is subject to annual appropriation by the Board of Directors Client. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including Client, Virginia. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Client, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Directors of Client for such purpose.

**20. Notices**

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Client shall be sent to:

Carroll-Grayson-Galax Regional Industrial Facility Authority  
d/b/a Blue Ridge Crossroads Economic Development Authority,  
c/o Ashlyn Shrewsbury, Executive Director  
1117 East Stuart Drive  
Box 10  
Galax, VA 24333  
[director@brceda.org](mailto:director@brceda.org)  
(276) 601-7727

And

Stephen V. Durbin, Esq.  
Authority Attorney  
150 Peppers Ferry Rd, NE  
P.O. Box 2009  
Christiansburg, VA 24068-2009

**21. Contractual Claims Procedure**

***The Blue Ridge Crossroads Region is Virginia's "Entrepreneurial Region."***



- A. Contractual claims or disputes by Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after the event giving rise to such claim; provided, however, that Contractor shall give the Client written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The Client, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the Client concerning any pending claim, the Contractor shall promptly notify the Client by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved whether by failure of the Contractor to accept the decision of the Client or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Client, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- C. The decision on contractual claims by the governing body of the Client shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

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