



COUNTY OF PRINCE EDWARD
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL FINANCIAL ADVISORY SERVICES

October 31, 2008

County of Prince Edward
111 South Street, 3rd Floor
P.O. Box 382
Farmville, Virginia 23901
434-392-8837

I. INTRODUCTION

A. General Information

The County of Prince Edward is requesting proposals from qualified firms with expertise in professional financial advisory services. The solicitation of proposals as a result of this RFP is for the purpose of retaining the services of a financial advisor for the County of Prince Edward.

Prince Edward County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations as defined under the *Virginia Public Procurement Act* on the basis of such organization's religious or charitable character. Reasonable accommodations will be provided to person with disabilities, if requested.

This procurement is governed by the procedures of the *Virginia Public Procurement Act*.

Where applicable, the meaning of a word or phrase used herein shall be the meaning given in the Virginia Public Procurement Act. Specifically, this procurement of professional services will follow the procedures in Sec. 2.2 of the *Code of Virginia*.

Offerors are not to submit estimated man-hours or cost for services with their proposals. At the discussion stage, the County will discuss non-binding estimates of cost.

There is no expressed or implied obligation for the County of Prince Edward to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

All references to "County," or "Prince Edward County" means "County of Prince Edward, Virginia"

To be considered, one (1) original and eight (8) copies of a proposal must be received by the Prince Edward County Administrator's Office, P.O. Box 382, 111 South Street, 3rd Floor, Farmville, Virginia 23901 and no later than 2:00 P.M., Friday, November 21, 2008. The County of Prince Edward reserves the right to reject any or all proposals submitted.

During the evaluation process, the County of Prince Edward reserves the right, where it may serve the County of Prince Edward's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the County of Prince Edward, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County of Prince Edward reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the contract between the County of Prince Edward and the firm selected.

It is anticipated the selection of the firm will be completed by December 5, 2008. Following the notification of the selected firm, it is expected a contract will be executed between both parties by December 12, 2008.

II. PROPOSAL REQUIREMENTS

- A.** The Proposal shall provide all information necessary for the County of Prince Edward to evaluate the suitability of the proposing firm to provide the financial advisory services described herein. The proposal shall demonstrate the experience, resources, and capabilities of the proposer to perform these services. Each Proposer submitting a proposal shall include a statement that they are willing and able to provide all the financial advisory services as required by the County. The proposal evaluation criteria are set forth in greater detail in Section VII below
- B.** The proposal shall contain a **CONCISE** summary of the subject items described in the proposal evaluation criteria and should include the following sections: Summary of Qualifications; Organizational Structure; Financial Advisory Services Approach; Past Experience and References; and Key Personnel.
- C.** The proposal shall include a description of the firm's organization and resources available to assist the County.
- D.** The proposal shall include a description of key personnel to be assigned to the project, their past experience, current certifications and availability. Proposers should submit with the proposal a resume of each of the Proposer's key personnel to be assigned to the County of Prince Edward.
- E.** Proposal shall be limited to twenty typewritten pages excluding illustrative material typically found in a separate Exhibit or Appendix.
- F.** Proposer shall provide the following information and documentation with their proposal documents:
 - 1. Name of company (or business entity) submitting proposal.
 - 2. Type of business entity (e.g., corporation or partnership – submit certificates of good standing; articles, by-laws, etc).
 - 3. Place(s) of incorporation.

4. Name, location, and telephone number of the financial advisor's representative to contact regarding all matters.
5. Name(s), address(es), and function(s) to be performed by any and all Subcontractors, vendors, partners, or consultants to be involved in performance of the Contract work.
6. Federal Tax Identification Number.

G. The Proposer must provide a list of their most recent financial advisory relationships within the Commonwealth of Virginia. The references must include names, addresses, and telephone numbers of contact person as well as a brief description of work performed including the dollar amount of bond issues or other financing.

III. FINANCIAL ADVISOR SCOPE OF SERVICES

Financial advisory services to be provided include the following:

1. Provide pertinent advice and counsel to the County concerning developments in financial community in general and municipal finance in particular, to enable the County to remain in the best possible financial posture.
2. Assist County officials in preparing information for presentation to municipal bond rating services in order to achieve and maintain the highest bond rating realistically achievable. Support County officials in all presentations to the rating services.
3. Review capital projects contemplated by the County and work with the County Administrator and other County officials in developing options, plans, and strategies for financing planned capital improvements, taking into consideration costs and the effects that various alternatives have on the County's financial standing.
4. Review the County's contemplated capital projects and make recommendations with respect to financing alternatives. Specifically, a comparison between issuing bonds, placing "bank qualified notes," or self-financing.
5. Develop necessary time schedules to assure that all work is initiated and completed in a timely manner including all work associated with the issuance of bonds, notes and other debt obligations
6. Advise County officials on bond sales climate and make recommendations with respect to whether sales of bonds should be competitive or negotiated.
7. Assist the County staff in selection of bond underwriting firms (the "Investment Bankers") for the negotiated sale of bonds including the following:

- a) Develop request for proposals;
 - b) Assist and participate in oral interview and selection process;
 - c) Upon selection, assist the County staff and Bond Counsel in bringing Investment Banker on board and up-to-date in as timely a fashion as possible, so that the County's ongoing process of issuing bonds will experience no delay or inconvenience.
8. Assist in the preparation and development of all bond documents, the presentation to the rating agencies of the County's bonds and the preparation, review and printing of the Official Statement.
 9. In the event of a competitive or negotiated sale of bonds, assist the County in the sale of bonds to the Investment Banker including recommendations to the County on timing of sales, specific bond purchase contract requirements, good faith deposit checks, bond maturities, interest rates, discount of premiums offered by the Investment Bankers, and investment of bond proceeds resulting from the sale, and other related activities in the sale of bonds.
 10. In the event of the placement of a "bank qualified" note or other obligation, assist the County in the placement of such note/obligation.
 11. Advise the County on the investment of funds.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued		October 31, 2008
Proposals Due, Before	2:00 P.M.	November 21, 2008
Selected Firm notified/interviewed		December 1 – 5, 2008
Anticipated Contract Date		December 12, 2008

V. SUBMITTAL INSTRUCTIONS - GENERAL

Each offeror shall submit one (1) original and eight (8) copies of its proposal.

Each proposal shall be in writing. Oral proposals, proposals received by telephone, telecopier, fax or telegraph, shall be rejected.

Offerors are not to submit estimated man-hours or cost for services with their proposals. At the discussion stage, the County may discuss non-binding estimates of cost. The County does not contemplate paying a retainer for the services. Instead payment will be made on a project by project basis, on an hourly basis or a contracted amount.

Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the offeror, its mailing address, its telephone number, and the following identification:

“PROPOSAL FOR PROFESSIONAL FINANCIAL ADVISORY SERVICES”

If a proposal is delivered by mail or by a parcel service, it shall be enclosed in an inner envelope/package labeled as required in the previous statement, and the inner envelope/package shall be enclosed in a mailing envelope or package.

The proposal must be signed by a person in order to be considered. If the offeror is a corporation, limited liability company, or other business organization, the proposal must be submitted in the name of the corporation or business, not simply the corporation's or business's trade name. The offeror must state the corporate or other title of the individual signing the proposal, and shall state that such individual is authorized to act on behalf of the offeror. The Signature/Certificate of no collusion sheet is the last page of this proposal and shall be signed.

All erasures, interpolations and other changes in the proposal shall be signed or initialed by the offeror. A proposal containing any conditions, omissions, erasures, alternations, or items not called for in the request for proposal may be rejected by the County as incomplete.

SUBMITTAL AND RECEIPT OF PROPOSALS: Each proposal must be received in the Prince Edward County Administrator's Office, located at 111 South Street, 3rd Floor Post Office Box 382, Farmville, Virginia 23901, no later than **2:00 P.M. on Friday, November 21, 2008.**

Each proposal mailed, delivered or sent by a parcel service must be addressed to:

**County of Prince Edward
Attn: W.W. Bartlett, County Administrator
111 South Street, 3rd Floor
Post Office Box 382
Farmville, Virginia 23901
TEL: 434-392-8837**

Proposal not received in the Prince Edward County Administrator's Office by the date and time requested, for any reason whatsoever, will be rejected as untimely.

Each proposal will be time stamped upon its receipt and will be retained unopened in a secure location until the time and date set for the receipt of the proposals. Each offeror is

responsible for assuring that its proposal is stamped by the County Administrator's Office personnel by the deadline indicated.

In determining whether a mailed proposal is timely, no consideration will be given to the date of the postmark. Each late proposal shall be returned unopened to the offeror.

IDENTIFICATION OF PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the offeror must specifically invoke the protections of *Code of Virginia Sec. 2.2-4342* prior to or upon submission of the trade secrets or proprietary information. The offeror must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.

Any offeror shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The offeror shall state the reasons why protection is necessary on a separate page of the proposal.

Any offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Prince Edward County's ultimate award of the contract.

The County reserves the right to contact an offeror and to request that the offeror explain or clarify why the offeror identified certain information as a trade secret or as proprietary information.

Any offeror shall not identify as trade secret or proprietary information their entire, completed proposal.

ADDENDA: An offeror who requests clarification or interpretation of or improvements to this RFP's general terms, conditions, specifications or requirements shall make a written request which must be received in the Prince Edward County Administrator's Office at least seven calendar days prior to the date set for the receipt of proposals.

If the Prince Edward County Administrator's Office determines clarification or further information is necessary, it shall issue an addendum to this RFP. The addendum shall be issued no later than five calendar days prior to the date set for the receipt of proposals.

An addendum extending the date for the receipt of proposals or withdrawing this RFP may be issued at any time prior to the date set for the receipt of proposals.

It is the responsibility of each prospective offeror to provide the Prince Edward County Administrator's Office with the name, address, telephone number and fax number of the person to whom addenda should be sent.

The Prince Edward County Administrator's Office may issue an addendum by fax or by any other means.

COMMENTS: It is Prince Edward County's intent that this RFP promote competition. Each offeror is responsible for advising the County if any language, requirements, specifications, or other elements of this RFP inadvertently restrict or limit the requirements stated in this RFP to a single source. The notification must be received by the Prince Edward County Administrator's Office not later than seven days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Prince Edward County solicits comments from all offerors concerning this RFP.

COMMUNICATIONS: Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications with the Prince Edward County Administrator's Office referred to in this RFP, must be made to:

W.W. Bartlett, County Administrator
County of Prince Edward
111 South Street, 3rd Floor
Farmville, Virginia 23901
(434) 392-8837
wbartlett@co.prince-edward.va.us

VII. EVALUATION PROCEDURES

The County of Prince Edward will independently read, review and evaluate each proposal and a recommendation will be made on the basis of the criteria listed below.

1. Qualifications, experience and technical capabilities of the firm relative to Virginia local government financial advisory services.
2. Availability of associates to meet with County staff on an ongoing basis and communicate with appropriate County officials who are responsible for the financial administration of the County.
 - a) Current workload and ability to complete the required work within respectable time constraints.
3. Quality/responsiveness of written proposal and/or oral presentation, if requested.
4. Performance record and demonstrated ability to work with a municipal organization to provide the requested financial advisory services.
5. Comprehension and soundness of assessing the proposal and role of the financial advisor to meet the financial objectives of the County.
6. Key personnel:

- a) Experience, qualifications, and technical competence of personnel proposed to be assigned to the County's project team.
- b) Proposer's commitment to provide identified personnel for the duration of the contract.
- c) Recent and successful experience of the project team on similar projects.

Once each proposal has been read and rated, based on the criteria listed above, a preliminary evaluation rating will be developed which indicates the ranking of the highest rated proposals in a descending order. At this point, the County will conduct interviews with the two top ranked firms. During the interview process, non-binding price proposals and costing data can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost, the County will finalize the rankings, including consideration of costs of services. Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations will then proceed with the next highest ranked firm until an agreement is reached. The County Administrator will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors.

VIII. GENERAL CONDITIONS

NON-DISCRIMINATION CLAUSE: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

- I.** During the performance of this contract, the Contractor agrees as follows:
 - A.** The Contractor will not discriminate against any employee or applicant for employment because of disability or because of race, religion, sex or national origin except where religion, sex or national origin 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.
 - B.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - C.** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- II.** The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The County reserves the right to make inquires to any current and/or former contracts/clients, whether or not the clients are identified by the offeror in the proposal.

CERTIFICATE OF NO COLLUSION: Offeror agrees to certify by filling out and executing the attached CERTIFICATE OF NO COLLUSION that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia* as amended. Furthermore, offeror understands that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

TAXES: Prince Edward County is exempt from state, local and federal sales, use, or excise taxes.

MODIFICATION OF PROPOSALS: A proposal may be modified or corrected until the date and time those proposals must be received. A modified or corrected proposal received after the date and time that the proposals must be received shall be rejected.

An offeror who intends to modify or correct its proposal shall immediately notify the Prince Edward County Administrator's Office in writing of its intentions.

A modified or corrected proposal shall be submitted as required and the wording "Supersedes all previous submissions" shall be noted on the outside of the sealed envelope.

An offeror selected for negotiation with the County may be permitted to amend or modify its proposal, but only if approved by the County.

WITHDRAWAL OF PROPOSALS: A proposal may be withdrawn any time prior to the date and time that proposals must be received. An offeror who intends to withdraw its proposal shall immediately notify the Prince Edward County Administrator's Office in writing of its intentions.

A proposal may not be withdrawn after the date and time that proposals must be received and for ninety (90) days thereafter.

REJECTION OF PROPOSALS: The County of Prince Edward reserves the right, at any time prior to the award of the contract, to reject any or all proposals, or any part thereof, to make no award, or to issue a new RFP.

INSPECTION OF RECORDS: Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening of all proposals but prior to award, except in the event the County decides not to accept any of the proposals. Otherwise, proposal records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

RELIANCE UPON REPRESENTATIONS: The County of Prince Edward assumes no responsibility for any oral instruction, suggestions or interpretation given by any County officer, employee, agent or consultant to any offeror.

The statements contained herein are made for the purpose of informing and assisting prospective offerors in preparing proposals. None of the statements contained herein shall be construed to be a warrant or a representation of the County of Prince Edward, Virginia, its officers, employees, agents or consultants. The County of Prince Edward, Virginia, and its officers, employees, agents and consultants shall not be liable to any offeror or persons for any statement contained herein.

EXCEPTIONS: All exceptions shall be stated, no matter how seemingly minor. Any exceptions not taken shall be assumed by the offeror to be included in the proposal, regardless of the cost to the offeror.

OTHER TERMS: Any costs incurred by any offeror during the competitive sealed proposal process, including but not limited to the costs incurred in preparing or submitting a proposal, shall be the offeror's sole responsibility. The County will not reimburse an offeror for any such costs.

All offeror inquiries or correspondence relating to or in reference to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted by any offeror shall become the property of Prince Edward County.

IX. CONTRACT REQUIREMENTS

CONTRACT REQUIREMENTS - GENERAL: The contract documents shall consist of the contract agreement, the proposal submitted by the successful offeror, this RFP, including the terms, conditions and required contract provisions but subject to the next paragraph, all attachments and modifications or corrections to the RFP, Insurance Certificates and the Certificate of No Collusion.

The County reserves the right to amend or waive any of the required contract provisions and the right to use the contractor's standard contract form, either with or without modifications thereof.

REQUIRED CONTRACT PROVISIONS: The contractor shall indemnify and hold harmless the County of Prince Edward, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the contractor, its subcontractors and their agents and employees.

The contractor's relationship with the County shall at all time be that of an independent contractor. The contract documents shall not be construed to designate the contractor, or any of its officers or employees, as employees or agents of the County.

Subject to the provisions below, the contract may be terminated by the County upon ninety days advance written notice to the contractor. The contractor will be paid for the reasonable value of work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until the work or services are completed and accepted.

In the event the contract is terminated or canceled upon request and for the convenience of the County of Prince Edward, without the required ninety days advance written notice, the County shall negotiate reasonable termination costs, if applicable.

Termination by Prince Edward County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. The ninety days advance notice requirement is waived in the event of termination for cause, default or negligence on the part of the contractor and the County shall not pay any termination cost in such cases.

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

The contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the contractor on the work to be performed under the contract or in any way connected therewith. The contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the matters. The contractor shall reimburse the County for any of the contributions or taxes, or both,

or any part thereof, if by law the County may be required to pay the same or any part thereof.

The contractor shall not assign or transfer its interest in the contract or any of its respective rights hereunder without the prior written permission of Prince Edward County.

The contractor acknowledges that *Code of Virginia*, sections 2.2-4367 through 2.2-4377, which are part of the *Virginia Public Procurement Act*, relating to Ethics in Public Contracting, are applicable to the contract.

The Agreement will be subject to annual funding by the Board of Supervisors of the County of Prince Edward, Virginia for services and work specified hereunder. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in the Agreement and other contract documents, this Agreement shall be deemed canceled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the contractor within Ninety (90) days of the Board of Supervisors' Final approval of the annual County Budget. When funds are not appropriated or otherwise made available to support continuation of performance of the service or work that is subject of this Agreement in a subsequent fiscal year, the Agreement shall be canceled in accordance with this provision and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the or services delivered under the Agreement.

In accordance with the *Code of Virginia*, this contract for multiple task orders is limited as follows: The term for the Annual Services Contract shall be for an initial one (1) year term from the date of execution. Upon mutual consent, the Owner shall have the option for two additional one year periods contingent upon need and availability of funds for this purpose.

Pursuant to Section 2.2-3404 of the *Code of Virginia*, it is the intent of this Request for Proposals to foster efficiency and reduce administrative expenses and thus allow for cooperative procurement. Accordingly, any public body in the Commonwealth of Virginia may access this purchase of services, if authorized by the Supplier.

X. AUTHORIZATION

This request for proposals was authorized by the Prince Edward County Board of Supervisors on October 14, 2008. Responses to this request will be appreciated.

XI. INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u>X</u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
<u>X</u>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 Limit Each Occurrence
---	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
---	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
---	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
---	8. Other Insurance:	
<u>X</u>	9. County named as additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.)	
<u>X</u>	10. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Prince Edward County- Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five business days from notification of award.	
<u>X</u>	13. The Certificate Holder should be listed as: Prince Edward County, c/o Purchasing Department, 101 S. West Street, Suite 300, Prince Edward, VA 22701.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

RETURN THIS PAGE with Proposal

County of Prince Edward -- RFP for Financial Advisory Services

XII. CERTIFICATE OF NO COLLUSION

The undersigned does hereby certify that in connection with the procurement to which this Certification of No Collusion is incorporated/attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the *Code of Virginia*, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2008.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Address: _____

Federal I. D. # _____

Telephone Number: _____

SUBSCRIBED AND SWORN to before me by the above named

_____ on the ____ day of _____, 2008.

Notary Public in and for the State of _____

My commission expires: _____

RETURN THIS PAGE with Proposal