



ROANOKE COUNTY

Purchasing Division

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Roanoke, Virginia 24018-0798

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Roanoke VA 24018

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REQUEST FOR PROPOSALS

January 22, 2018

RFP #2018-054

for

PROFESSIONAL AUDITING SERVICES

for

**Roanoke Valley Resource Authority,
Western Virginia Regional Jail Authority,
Roanoke Valley Greenway Commission, and
The Regional Center for Animal Care and Protection**

One (1) Original, Six (6) Complete Copies and One (1) Electronic Copy
(USB FLASH DRIVE Preferred) of Sealed Proposals Due

Due Date: March 5, 2018

2:00 PM

(Local prevailing time)

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I. INTRODUCTION

A. General Information

The County of Roanoke is requesting proposals from qualified firms of certified public accountants to audit the financial statements of the following entities:

- Roanoke Valley Resource Authority (RVRA)
- Western Virginia Regional Jail Authority (WVRJA)
- Regional Center for Animal Care and Protection (the Center)
- Roanoke Valley Greenway Commission (RVGC)

The term of the contract begins for the fiscal year ending June 30, 2018 through June 30, 2020, with the option of renewal for each of the two (2) subsequent fiscal years. It is our intent to award the audits as one individual contract. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. Government Accountability Office's (GAO) Government Auditing Standards; the Specifications for Audits of Authorities, Boards and Commissions issued by the Auditor of Public Accounts of the Commonwealth of Virginia; the provisions of the federal Single Audit Act, and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

It is agreed that generally accepted auditing standards include a compliance review in connection with the review of the entity's system of internal control for the purpose of submitting a written report to the governing body setting forth findings on material weaknesses in internal control, together with recommendations for improvement. Such review shall include the accountability for funds and adherence to applicable budgetary and other legal requirements.

The Auditor shall, after completing his audit, submit to the governing body a written report of audit. This report shall include the financial statements and notes thereto prepared in accordance with generally accepted accounting principles, supplementary information requested by the client for full disclosure under the law and the Auditor's opinion on the material presented. The Auditor shall furnish a draft of the report by September 15th and as required copies of the final report upon receipt of approval of the preliminary draft by the County and the entity.

It is agreed that time is of the essence in the performance of this contract. However, unavoidable delays shall not render the contract invalid or voidable provided the cause thereof and the estimated completion date are promptly furnished by the Auditor to the entity.

Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, or should the entity administer new enterprises, or should there be a turnover audit required, or should accounting and/or auditing standards change thereby increasing the scope of service, the Auditor shall inform the governing body and the parties shall negotiate additional compensation required therefore.

To be considered, **One (1)** unbound original, **Six (6)** bound complete copies, and **one (1)** *Electronic Copy (USB FLASH DRIVE Preferred)* of the sealed proposal will be accepted at and until **2:00 p.m. (local prevailing time)** on **March 5, 2018** in the Purchasing Division,

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5204 Bernard Drive SW, Suite 300-F, Roanoke, Virginia 24018. The proposal must clearly be marked "**RFP# 2018-054 Professional Auditing Services**". As this is a sealed formal Request for Proposal, **faxed** proposals will **NOT** be accepted. Proposals not received by the date and time listed above will be returned to the Offeror unopened. The County of Roanoke reserves the right to reject any or all proposals submitted.

As this is a request for proposal, all responses shall be opened in private with no information regarding the identity or the contents being released until after the negotiation process. Once an award has been made, all proposals will become public information, if your proposal contains **proprietary information please make note of such on the form provided in the proposal packet with a brief explanation.**

Roanoke County solicits participation from minority-owned businesses.

B. Term of Engagement

A three (3) year contract is contemplated with the option of renewal for two subsequent fiscal years, not to exceed a maximum of five years, subject to the annual review and recommendation of management, the satisfactory negotiation of terms (including a price acceptable to both the County of Roanoke and the selected firm), the concurrence of the County of Roanoke, and the annual availability of an appropriation.

II. NATURE OF SERVICES REQUIRED

A. General

The County of Roanoke is soliciting the services of qualified firms of certified public accountants to audit the financial statements of the entities in Section I Part A for the fiscal years ending June 30, 2018 through June 30, 2020, with the option to audit the financial statements for each of the two subsequent fiscal years based on written mutual agreement of both parties. These audits are to be performed in accordance with the provisions contained in this request for proposal.

B. Scope of Work

The County of Roanoke desires the Auditor to express an opinion on the fair presentation of the financial statements of the entities noted in Section I Part A in conformity with generally accepted accounting principles.

A Comprehensive Annual Financial Report (CAFR) for RVRA and WVRJA is also requested to be prepared by the independent Auditor. The Auditor will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information included in the CAFR. RVRA and WVRJA will submit the CAFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program.

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth by the U.S. Government Accountability Office's Government Auditing Standards, the provisions of the

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Single Audit Act, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and the Specifications for Audits of Authorities, Boards and Commissions issued by the Auditor of Public Accounts of the Commonwealth of Virginia.

C. Reporting

Reports Issued

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards and other required supplementary information (if applicable) in relation to the audited financial statements.
2. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements. In the required report(s) on compliance and internal controls, the Auditor shall communicate any significant deficiencies in internal control and material weaknesses found during the audit. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness shall be defined as a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. Non-reportable conditions discovered by the Auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls and on compliance and other matters.
3. A report on compliance with requirements that could have a direct and material effect on each program and on internal control over compliance in accordance with OMB Circular A-133 (if applicable). In the required report(s) on compliance and internal controls, the Auditor shall communicate any material weaknesses found during the audit. A material weakness shall be defined as a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.
4. A report disclosing the status of findings and questioned costs from previous audits that have remained uncorrected (if applicable).
5. Management letter comments (if applicable).
6. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the entities Board of Directors.

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Reporting to the Board of Directors

A communication with the entities' Board of Directors of the following:

- The Auditor's responsibility under professional standards
- Significant accounting policies and unusual transactions
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management's consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

D. 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 County of Roanoke of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees:

- County of Roanoke
- Entities in Section I Part A
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County of Roanoke as part of an audit quality review process

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 significance.

III. DESCRIPTION OF THE ENTITY

A. Roanoke Valley Resource Authority

The Roanoke Valley Resource Authority was established on October 23, 1991 as a tax exempt political subdivision within the Commonwealth of Virginia to acquire and construct a regional sanitary landfill and a waste collection transfer station with related treatment facilities. The charter members are the City of Roanoke, County of Roanoke and the Town of Vinton. Prior to October 23, 1991, the operations of the Authority were accounted for as an enterprise fund of the County of Roanoke. As of October 23, 1991, under agreement between the City, the County and the Town, the County transferred all existing assets and liabilities to the Authority. The City of Salem joined July 1, 2017 and transferred their existing transfer station to the Authority effective November 1, 2017.

The Authority is a separate legal entity, and as such has its own capacity for borrowing. The debt of the facility will not show as an obligation of any of the participating localities.

The Authority prepares its budgets on a basis of accounting consistent with generally accepted accounting principles.

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The Authority employees participate in the Virginia Retirement System Pension Plan through the County of Roanoke and the County of Roanoke Deferred Compensation plan. Also, certain employees participate in the City of Roanoke Pension Plan.

The Cities, County and the Town are each responsible for their pro rata share, based on population, of any year-end operating deficit or capital expenditures, if additional funding is required. The Authority is responsible for paying all outstanding debt.

Other Information

- The County of Roanoke is the fiscal agent for the Roanoke Valley Resource Authority.
- Financial Software - Microsoft Dynamics AX (DAX) provides for a trial balance. Data is imported into Management Reporter which then prints a P&L Statement.
- Debt Activity - \$20 million in bank loans with the possibility of more loans being taken out in FY2018 and a locality compensation payment to the City of Salem through October 2023.

B. Western Virginia Regional Jail Authority

The County and several neighboring jurisdictions have a documented need for more jail space. The Commonwealth of Virginia encourages localities to build regional jails by providing 50 percent funding for the construction costs of these facilities. The County initiated a regional cooperative effort with the County of Franklin, the County of Montgomery and the City of Salem to form the Western Virginia Regional Jail Authority in 2005. The facility became operational in March 2009.

The Western Virginia Regional Jail Authority is a separate legal entity, and as such has its own capacity for borrowing. The debt of the facility will not show as an obligation of any of the participating localities. The localities are responsible for paying their share of the facility based on the number of beds used, as outlined in the Service Agreement.

Other Information

- The County of Roanoke is the fiscal agent for the Western Virginia Regional Jail Authority.
- Financial Software - Microsoft Dynamics AX (DAX) provides a trial balance. Data is imported to Management Reporter which then prints a P&L Statement.
- Debt Activity-\$75 million Revenue Bond Series 2007

C. Regional Center for Animal Care and Protection

The Regional Center for Animal Care and Protection was created by concurrent resolutions of the Counties of Roanoke and Botetourt, the City of Roanoke, and the Town of Vinton. The Center was created under the provisions of Sections 3.2-6546 and 15.2-1300 of the Code of

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Virginia. The Center was created to purchase and operate an animal shelter for the participating jurisdictions.

The Center is a joint venture of the participating jurisdictions. Since none of the participating localities can impose their will on the Center, the Center is not considered a component unit of any of the participating localities. In addition, no other entities are considered component units of the Center.

Other Information

- The County of Roanoke is the fiscal agent for the Regional Center for Animal Care and Protection..
- Financial Software - Microsoft Dynamics AX (DAX) provides a trial balance. Data is imported to Management Reporter which then prints a P&L Statement.
- Debt Activity-\$1.1 million general obligation bond through the City of Roanoke with payments through September 2022

D. Roanoke Valley Greenway Commission

The Roanoke Valley Greenway Commission was established on April 19, 1997 by the signing of an intergovernmental agreement that included the following jurisdictions: the Town of Vinton; the Cities of Salem and Roanoke; and the County of Roanoke, Virginia.

The Commission was established pursuant to section 15.2-1300 of the Code of Virginia, 1950 as amended to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley.

Other Information

- The County of Roanoke is the fiscal agent for the Roanoke Valley Greenway Commission.
- Financial Software - Microsoft Dynamics AX (DAX) provides a trial balance. Data is imported to Management Reporter which then prints a P&L Statement.

IV. Anticipated Selection Process Schedule

A. Proposal Calendar

The following is an anticipated list of key dates up to and including the date proposals are due that is provided for informational purposes:

Request for proposal issued	January 22, 2018
Written Questions due to County	February 12, 2018
Due date for proposals	March 5, 2018 at 2:00 pm
Informal Interviews with firms	March 16, 2018
Award/Contract Date	April 16, 2018
Date Audit May Commence	After contract awarded

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B. Anticipated Audit Calendar

The following is a list of anticipated key dates for the upcoming audits. These dates are subject to change at the County's sole discretion.

All Entities Described in Section I Part A

Interim Fieldwork and Planning	May and June
Fieldwork	After August 20 th / Before August 31 st
Drafts Available for Review	September 15 th
Final Reports Issued	September 30 th

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

Roanoke Valley Resource Authority, Western Virginia Regional Jail Authority, Regional Center for Animal Care and Protection, and Roanoke Valley Greenway Commission

A. Staff and Clerical Assistance

The staff of the County Finance Department and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations.

B. Location of Records

The County of Roanoke Finance Department, RVRA, WVRJA, the Center, and RVGC.

C. Statements and Schedules to be prepared by the Staff:

1. A final trial balance of each fund;
2. A final trial balance of each subsidiary ledger;
3. A copy of the final budget for the audit period and the related budget ordinances.
4. A copy of all project ordinances and all amendments thereto, for all projects beginning during the audit period or not fully completed prior to the period.
5. A schedule of insurance in force during the year and of insurance expense for the year;
6. A schedule of capital asset activity during the year;
7. A schedule of accounts receivable at statement date;
8. A schedule of investments and pooled cash of all funds at statement date, audited by Cherry Bekaert;
9. A schedule of accounts payable at statement date;

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10. A schedule of compensated absences at statement date;
11. A schedule of accrued payroll and other liabilities at statement date;
12. A schedule of any debt outstanding at statement date:
13. Copies of all grant agreements during the year;
14. Minutes of Board meetings throughout the year;
15. Copies of contracts in force at statement date of a material amount.
16. Additional items as requested by the Auditor and agreed to by management.

VI. REPORT PREPARATION

A. Draft Reports

The Auditor shall have reviewed drafts of the audit reports and recommendations to management available for review by the Governing Board and/or Audit Committee no later than September 15th.

B. Report Preparation

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

VII. PROPOSAL REQUIREMENTS

A. Format of the Proposal

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

1. Title Page
Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person and date.
2. Letter of Transmittal, Representations, and Various Components of the Auditor to include:
 - a. The qualifications and experience of the firm in auditing similar entities; including names, addresses, and telephone numbers of persons who may be contacted for reference. The auditing experience should be described in detail, always including scope of work, dates, and type of reports issued.
 - b. A list of the personnel to be assigned to the audit, including a description of their professional qualifications and relevant experience.

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- c. The Auditor's approach to the audit engagement, including minority participation plans, interface with personnel, effects of electronic data processing, audit risk and materiality, and timing of the audit work.
- d. The name, position and telephone number of the contact person authorized to conduct negotiations and discuss the proposal.
- e. A statement of assurance that the firm is independent in accordance with the Code of Professional Ethics of the AICPA, and will comply with all Federal, State and Local laws and regulations in the performance of this engagement.
- f. A statement indicating the firm's participation in external quality control review programs and a copy of the most recent quality control review report.
- g. A statement of assurance that if the firm's work is referred to a professional organization for review, the firm waives the right to confidentiality and will permit the professional organization to inform the County of its findings.
- h. A statement of assurance that all requirements stated in this Request for Proposal are acceptable and will become a part of the final contract.

3. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals should be made in writing (e-mail, fax, or mail delivery service) to:

Heath Honaker
Roanoke County Purchasing Manager
5204 Bernard Drive, SW, Suite 300F
Roanoke, VA 24018
Telephone: 540.283.8146
Fax: 540-561-2823
Email: hhonaker@roanokecountyva.gov

Potential Offerors are required to submit any and all questions in writing. Written responses, including the questions, will be provided to all Offerors via an official addendum posted on the Roanoke County Purchasing Division Website. Questions submitted within seven (7) calendar days of the proposal due date will attempt to be answered however will not be reason to delay such due date.

4. Right to Reject Proposals

Proposals shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all requested information may result in elimination of consideration. Mandatory elements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Each copy of the proposal should be bound (with the exception of the original document) or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

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VIII. EVALUATION PROCEDURES

Proposals meeting the mandatory elements will have their proposals evaluated and scored for technical qualifications. The following represents the principal selection criteria which will be considered during the evaluation process.

A. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Virginia.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the entities listed in Section I Part A.
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- e. Submission of the completed "Notice of Proprietary Information" (form if applicable) included with this RFP.
- f. Submission of the completed "Signature Sheet" for RFP 2018-054 included with this RFP.

B. Technical Qualifications

- a. The skill, experience, and training of the firm and specified persons who will be performing the service requested.
- b. The Auditor's understanding of the system of accounting obtained through prior experience or discussion with the appropriate officials.
- c. The prior experience and reputation of the Auditor in auditing similar entities.
- d. Ability to complete the audit and submit the financial statements in order to meet required deadlines.

IX. SELECTION PROCESS/AWARD OF CONTRACT

A. Award of Contract

The selection process will be in accordance with Section 2.2-4301 of the Code of Virginia. The County shall engage in individual discussions with Offerors deemed most fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. These discussions may encompass nonbinding estimates of costs.

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This proposal will be evaluated as a "Professional Service".

The selection process will be in accordance with **Section 2.2-4302.2** of the Code of Virginia:

4. For professional services, the public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body 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. For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body 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 public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, 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.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror.

X. MEETINGS

Conferences between the Auditor, responsible staff and management should be scheduled by the selected Auditor before the preliminary work and at the end of field work. The purpose of the meetings is to keep the staff and management informed on the scope and progress of the audit.

XI. PAYMENT TERMS

Interim billings are not to exceed 80% of said fee. Final payment will be made upon approval of the appropriate boards.

XII. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS – (Revised 4/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered

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non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

Submission and Receipt of Proposals

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.

The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and **one (1) Electronic Copy (USB FLASH DRIVE Preferred).**

ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

All related documents will be made available for download on the County of Roanoke website: www.RoanokeCountyVA.gov/purchasing.

Vendors may use the 'Notify Me' module on the County website to receive emails and/or text message notifications regarding bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the responsibility of the Vendor to keep information current in the system in order to receive the notifications.

Although **Notify Me** will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020.

Questions Regarding the Proposal:

Any inquiries regarding this proposal shall be in writing and sent to Heath Honaker (information below), Roanoke County Purchasing Manager, by fax; email; or mail. Questions received will be attempted to be answered, but will not be reason to delay the closing time of the proposal.

Heath Honaker
Roanoke County Purchasing Manager
5204 Bernard Drive, SW, Suite 300F
Roanoke, VA 24018
Telephone: 540.283.8146
Fax: 540-561-2823

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Email: hhonaker@roanokecountyva.gov

Acceptance or Rejection of Proposals

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

Proposal Guaranty

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

Invoices

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of bids/rfps.

Performance Bond

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

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Acceptance of Material

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

Warranty/Returns

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

Delivery

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

Default

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

Copyright or Patent Rights

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

Tax Exemption

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

Certification and Ability

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

Compliance with Laws

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

Authority To Transact Business In Virginia

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 herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

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By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Ruling Law

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

Nondiscrimination Provisions:

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation 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 nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Insurance:

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

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CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR.

In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise

SPECIAL INSTRUCTIONS:

Antitrust

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now 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 Roanoke County under said contract.

Availability of Funds

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

Assignment of Contract

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

Contract

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

Modification of Contract

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

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Cancellation of Contract

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

Immigration Reform and Control Act of 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

Kickbacks

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Debarment

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not

be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the

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contractor agrees not to request such language in the resulting contract.

Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

Data on convictions for certain crimes and child abuse and neglect

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

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

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SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies 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, 1950 as amended, Furthermore, I understand 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.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO
AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned with your proposal, as it shall be a part of your response.