

County of Henry

P.O. BOX 7
COLLINSVILLE, VIRGINIA 24078-0007
<http://www.co.henry.va.us/>

TELEPHONE (276) 634-4670
FAX (276) 634-4535



MEMBER OF
VAGP
NIGP

PURCHASING DEPARTMENT

APRIL 9, 2019
REQUEST FOR PROPOSAL
RFP # 19-05023-A217
HENRY COUNTY PURCHASING DEPARTMENT

Henry County Public Schools solicits firms to submit proposals for “**Providing Individual School Activity Fund and Support Group Audits.**” The **original** and **three (3)** submittals (**FOR A TOTAL OF FOUR (4) PROPOSALS**), marked “**Providing Individual School Activity Fund and Support Group Audits**” RFP #19-05023-A217 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, MAY 2, 2019, in the:**
Purchasing Department, Room 210
Attn: Carole Jones, Chief Purchasing Agent
Henry County Administration Building
P.O. Box 7, Collinsville, VA 24078 (Postal Service) or
3300 Kings Mountain Road, Martinsville, VA 24112 (UPS or FedEx).

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. **If the County closes its offices due to inclement weather or for other reasons, the scheduled Request for Proposal submission deadline will be extended to the first open business day at the same time, unless an addendum is done that states otherwise.** Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #19-05023-A217

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our bidders list after three (3) non-responses.

Contract Period

A notice of award will be signed and publicly posted in the County/PSA of the Purchasing Office once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). Contract shall be for five (5) years from beginning date of July 1, 2019. Therefore, this contract could last until June 30, 2024. Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms. **The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.**

Piggy Back Clause

This contract shall be available for piggy backing for any other state and local agency or government agency.

Illegal Aliens

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

Permits/Licenses

Vendors shall be responsible for acquiring all the proper permits/licenses required by local and state authorities in conjunction with this proposal. Proposal prices shall include these fees and no additional costs are to be assessed to the County/PSA. Vendor’s attention is directed to the requirements of title 54, chapter 11, of the code of Virginia pertaining to registration of contractors.

Contact for RFP

Please contact David Scott at dscott@henry.k12.va.us for any questions pertaining to this RFP.

SPECIAL TERMS AND CONDITIONS

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed 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 regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. 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 as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

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

NAME OF FIRM _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE/PRINT) _____

TITLE _____

DATE _____

TELEPHONE() _____

FAX() _____

RFP# 19-05023-A217

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this **RFP# 19-05023-A217** for **Providing Individual School Activity Fund and Support Group Audits**.

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Vendors Company Name _____

Vendors Authorized Signature _____ **Date:** _____

Vendors Telephone # _____ **Federal ID #** _____

*Note- Add a separate sheet if you need additional space for subcontractors

Request for Proposal to Provide
Individual School Activity Fund and Support Group Audits
for the
Henry County Public Schools

I. **DESCRIPTION OF WORK:**

Henry County Public Schools is requesting proposals for an annual contract for the audit of Henry County Public Schools individual school activity funds, support group funds and other designated funds. The proposal is for a five (5) year contract for fiscal years 2019 through 2024.

II. **SCOPE OF WORK:**

The annual audit should determine that the cash receipts and disbursements of the individual school activity funds and support group funds are presented in conformity with generally accepted auditing standards, the school financial activities are in compliance with applicable laws and regulations, and adequate internal control structure has been established to safeguard fund assets, and ensure compliance with school activity fund regulations. The following are to be included as part of the audit procedure:

- 1) A review of financial records for each individual school activity fund and support group.
- 2) A review of the minutes of the support groups.
- 3) Verification that checks have original signatures of two authorized persons.
- 4) Verification that receipts were deposited daily.
- 5) Verification that payments were made from invoices and not statements.
- 6) Verification that no personal items were charged to or paid from school/support group accounts.

III. **STATEMENTS TO BE PREPARED:**

- 1) An opinion as to whether the statements of each school/support group fairly present the financial position of all accounts and funds.
- 2) Statement of cash receipts and disbursements for each school.
- 3) Statement of cash receipts and disbursements for each support group.
- 4) General narrative report for the entire school division.
- 5) General narrative report for all support groups.
- 6) Comments and suggestions letter.

IV. **OTHER CONSIDERATIONS:**

- 1) Upon request, a member of the firm will attend a School Board meeting following the audit to discuss the audit program and make appropriate comments.

- 2) Any unusual problems will be reported immediately to the Director of Finance.
- 3) Audits are to be performed between July and August following the fiscal year with copies of each school report submitted to the Director of Finance by October 31 each year. The schools bring their financial records to the School Board Office for audit.
- 4) The auditing firm will review its preliminary findings with the Director of Finance prior to preparing the final reports.
- 5) The negotiated price is firm and no additional charges will be permitted unless written permission is secured from the Director of Finance in advance of performing the work.
- 6) Provide two (2) bound copies of individual School Activity Funds financial statements and audit opinion and two (2) bound copies comprised of all of the individual School Activity funds financial statements and audit opinion and one (1) unbound copy. Provide three (3) bound copies of each School Support Group funds financial statements and audit opinion and one (1) unbound copy of for each individual support group of their funds and two (2) bound copies of all School Support Group Funds financial statements and audit opinion and one (1) unbound copy of each.

A list of schools and support groups to be audited and their actual gross receipts for 2017-2018 is included as Appendix 1.

V. **REPRESENTATIONS OF THE SCHOOL ACTIVITY FUNDS AND SUPPORT GROUPS:**

School and Support group personnel shall coordinate with the auditor the preparation of forms acceptable to the auditor the following information:

- A.) Checkbook.
- B.) Copies of Minutes of the Support Groups only.
- C.) Bank statements, July through July with canceled checks.
- D.) Vendor invoices, or approved purchase requisitions/vouchers.
- E.) Cash receipts records (with prenumbered individual and/or grouped receipts).
- F.) Bank reconciliations July through July.
- G.) Cash receipts and disbursements journals.
- H.) Budget for the year if applicable.
- I.) Reconciliation of cash receipts and disbursements for the year with beginning and ending cash balances.
- J.) Such reasonable additional schedules as may be requested for the completion of the audit.

VI. **REPRESENTATIONS OF THE AUDITOR:**

- A. The auditor must represent that he is independent as that term is defined in the Ethical rules of the AICPA.
- B. The auditor must represent that he is licensed to perform the audit as provided in the applicable laws of the Commonwealth of Virginia.
- C. The auditor must represent that adequate supervision will be provided on a day-to-day basis and that the resulting work papers shall be adequate and shall be available for routine review by appropriate auditors of the Federal and State Governments.

VII. **PROPOSAL REQUIREMENTS:**

The proposal should include the following:

- A. A statement by the prospective auditor of his understanding of the work to be done with descriptions of the audit approach and illustrations of the procedures to be employed.
- B. Estimated hours required to complete the engagement by personnel levels, i.e., total hours for partner, manager, supervisor, senior and junior.
- C. Biographies, including experience, of the individuals who will be assigned to the engagement, and relevant experience of each in auditing municipalities.
- D. Names, addresses and telephone numbers of persons who may be contacted for reference.
- E. Provide a copy of the latest Peer Review opinion.

VIII. **EVALUATION AND AWARD OF CONTRACTS:**

- A. **EVALUATION CRITERIA:** The Schools using the following criteria shall evaluate Proposals: Please include this information in your proposal:
 - 1. Previous experience with audits of individual schools and other relevant/related experience. 35%
 - 2. Experience levels of staff conducting fieldwork. 25%
 - 3. Priority given to the development of constructive suggestions

- | | | |
|----|--|-----|
| | for improvement. | 10% |
| 4. | Knowledge of fund accounting principles and cash receipts and disbursement audits. | 20% |
| 5. | Familiarity with procurement process in general. | 10% |

B. **AWARD OF CONTRACT:** The schools may engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternate concepts. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in this Request for Proposal, and all information developed in the selection process to this point, the Schools shall rank, in the order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the Schools can be negotiated at a fee considered fair and reasonable, the award shall be made to the 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 fee. Should the Schools determine in writing and in its sole discretion that only one offeror is more fully qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

IX. **GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES:** (The term Contractor used herein shall mean the entity contracted to provide the services indicated in this RFP.)

- A. **PUBLIC PROCUREMENT:** This solicitation is subject to the provisions of the Virginia Public Procurement Act (Chapter 7, Code of Virginia 1950, as amended) and any revisions thereto, which are hereby incorporated into this contract in this entirety except as amended or superseded herein.
- B. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
- C. **DEFAULT:** In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, the Schools, after due oral or

written notice to the Contractor, may procure services from other sources and hold the Contractor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies, which the County/Schools may have.

- D. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Schools.
- E. **DEBARMENT STATUS:** By submitting their Proposals, all offerors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.
- F. **QUALIFICATIONS OF OFFERORS:** The Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and furnish the information and data for this purpose as may be requested. The Schools reserves the right to inspect the offerors physical facilities prior to award to satisfy questions regarding the offerors capabilities. The Schools further reserves the unrestricted right to reject any and all proposals if the evidence submitted by, or investigations of, such offeror fails to satisfy the Schools that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

X. **SPECIAL TERMS AND CONDITIONS:**

(The term Contractor used herein shall mean the entity contracted to provide the services indicated in this RFP.)

- A. **AUDIT:** The Contractor agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until information required by the Schools has been provided and such audits as may be required by the Schools or by the Commonwealth of Virginia has been conducted, which ever is sooner. The Schools, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **TERMINATION OF CONTRACT:** Subject to acceptance by the Schools, the Contractor or the Schools may terminate this contract on thirty (30) days notice in writing. Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation unless the Schools specifies that performance on said project orders currently in progress are terminated.

- C. **MODIFICATION OF CONTRACT:** The Schools may, upon mutual agreement with the Contractor issue written modifications to the Scope of Service of this contract, except that no modifications can be made which will result in an increase of the original contract price beyond and/or above which limit is provided for in the Virginia Procurement Act (Chapter 7, Code of Virginia, 1950, as amended).
- D. **OWNERSHIP OF MATERIALS:** Ownership of all material and documentation originated and prepared pursuant to the Request for Proposal shall belong exclusively to the Schools and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other material, and must identify the data or materials to be protected and state the reason why the protection is necessary (Code of Virginia, Chapter 7, Section 2.2-4342). (Form attached).
- E. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Schools. In the event that the Contractor desires to subcontract some part of the work specified here, the Contractor shall furnish the Schools the names, qualifications and experience of their proposed subcontractors. The contractor however, remains fully liable and responsible for the work to be done by his subcontractors and shall assure compliance with all requirements of the contract.

NOTICE OF PROPRIETARY INFORMATION
Individual School Activity Fund and Support Group Audit

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and may result in rejection of the bid or proposal. Vendor shall seal in a separate envelope any such information that applies and clearly mark the envelope as proprietary.

A= This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify, confidential statistical data. Amount or source of any income of any person (or) partnership. "See Virginia Public Procurement Act. Section 11-52 (D). Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B= This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 11-52

(D); 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C= This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 11-52 (D); 552 (b)(4); 12 C. F. R 309.5(c)(4).

REQUEST FOR PROPOSALS
SCHOOL ACTIVITY FUNDS AUDIT

APPENDIX I

**Schedule of Gross Receipts
FY 2018**

School Name	Receipts
<u>Elementary Schools</u>	
Axton Elementary School	31,814
Campbell Court Elementary School	16,886
Collinsville Primary School*	21,214
Drewry Mason Elementary School	40,202
George Washington Carver Elementary School	31,522
John Redd Smith Elementary School*	27,866
Mount Olivet Primary School	22,676
Rich Acres Elementary School	22,595
Sanville Elementary School	20,925
Stanleytown Elementary School	37,983
<u>Middle Schools</u>	
Fieldale Collinsville Middle School	93,640
Laurel Park Middle School	111,247
<u>High Schools</u>	
Bassett High School	412,287
Magna Vista High School	568,379
<u>Other</u>	
Center for Community Learning	2,817

* Collinsville Primary and John Redd Smith are closed and replaced with Meadow View Elementary

** Career Academy is a new program in operation

Total	1,462,053
--------------	-----------

REQUEST FOR PROPOSALS
SCHOOL SUPPORT GROUPS AUDIT

APPENDIX I

**Schedule of Gross Receipts
FY 2018**

Group Name	Receipts
<u>Elementary Schools</u>	
Axton Elementary School PTO	17,696
Campbell Court Elementary PTO	25,316
Collinsville Primary PTO	27,650
Drewry Mason Elementary PTA	21,136
George Washington Carver Elementary PTO	28,438
John Redd Smith Elementary PTO	1,901
Mount Olivet Primary PTO	21,332
Rich Acres Elementary PTO	10,850
Sanville Elementary PTA	12,285
Stanleytown Elementary PTO	27,416
<u>Middle Schools</u>	
Fieldale Collinsville Middle PTO	20,424
Laurel Park Middle School PTO	8,497
<u>High Schools</u>	
Bassett High School Bengal Boosters	21,839
Bassett High School Band Boosters	210,072
Bassett High School – After Prom	30,048
Basset High School – Upper 90 Club	2,561
Bassett High School – Touch Down Club	14,388
Magna Vista High School Athletic Boosters	40,129
Magna Vista High School Band Boosters	29,221
Magna Vista High School After Prom Boosters	13,108
Magna Vista High School Choral Boosters	43,259
Total	627,566