



Purchasing Department

P. O. Box 13145 • Roanoke, VA 24031
(540) 853-1348 • Fax (540) 853-2836

January 24, 2025

**REQUEST FOR PROPOSAL
RFP 3169**

Notice is hereby given of the intention of the City of Roanoke, Virginia, on behalf of the School Board for the City of Roanoke, Virginia, to contract for:

FINANCIAL AUDIT SERVICES

Proposal Submission Requirements

Proposals must be received by the Due Date and Time at bids.purchasing@rcps.info.

Due Date and Time: February 14, 2025; 3:00 P.M. (EST)

Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this Request for Proposal (“RFP”), the Director of Purchasing will publicly post such notice on the Roanoke City Public School’s web site (<https://www.rcps.info/Page/262>) (**Click on Bids, RFPs, and Cancellations**) for a minimum 10 day period.

ROANOKE CITY SCHOOL BOARD
Eric Thornton
Purchasing Director

Electronic Invitation to Bid/RFP Retrieval Instructions: **Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address:** <https://www.rcps.info/Page/262>.

Click on “Bids, RFPs, Cancellations”

This Public Body does not discriminate against Faith-Based Organizations

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RFP 3169

FINANCIAL AUDIT SERVICES

I. PURPOSE

The purpose and intent of this RFP is to solicit sealed proposals and establish a term contract for auditing services from qualified independent Certified Public Accountants (“Offeror”) to perform a financial audit for each of the fiscal years ending June 30, 2025 through June 30, 2029 for the School Board of the City of Roanoke, also referenced herein as Roanoke City Public Schools (“RCPS”) or the School Division (“Division”). This document establishes the anticipated services to be performed and outlines the evaluation and selection process. The selection process, based on the evaluation criteria listed in the RFP, should result in a firm being awarded a contract; however, this document does not guarantee that a contract will be awarded.

II. BACKGROUND

The Code of Virginia, Section 15.2-2511 requires all localities to have “all of their accounts and records, including all accounts and records of their constitutional officers, audited annually as of June 30th by an independent certified public accountant in accordance with the specifications furnished by the Auditor of Public Accounts.” This section also requires localities to contract for the performance of the annual audit not later than April 1st of each fiscal year and that such contract shall incorporate the provisions of this section relating to audit specifications and report date. As a discrete component unit of the City of Roanoke, the School Board contracts separately for an audit of the Division’s Annual Comprehensive Financial Report (“ACFR”), as well as the Division’s school activity funds.

III. SCOPE OF WORK: GENERAL REQUIREMENTS

- A. The Offeror shall audit all funds of Roanoke City Public Schools in accordance with Generally Accepted Auditing Standards (“GAAS”); the standards for financial audits contained in Generally Accepted Government Auditing Standards (“GAGAS”) issued by the Comptroller General of the United States; the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and the Specifications for Audits of Counties, Cities and Towns, issued by the Auditor of Public Accounts of the Commonwealth of Virginia.
- B. The Offeror shall examine the School Division’s assertions that the census data submitted to the Virginia Retirement System is complete and reasonably free from material misstatements, in accordance with sections 3-7 of the Specifications for Audits of Counties, Cities and Towns, issued by the Auditor of Public Accounts.

- C. The Offeror shall audit the recorded cash receipts and expenditures for all school activity funds as prescribed by 8VAC20-240-40 of the Virginia Administrative Code and in accordance with Generally Accepted Auditing Standards (“GAAS”), and the standards for financial audits contained in Generally Accepted Government Auditing Standards (“GAGAS”) issued by the Comptroller General of the United States.

IV. SCOPE OF WORK: OTHER REQUIREMENTS

- A. General Audit Plan: The Offeror shall provide an engagement letter and a written general audit plan to the Roanoke City School Board Audit Committee prior to May 1st each year.
- B. Progress Billings: Progress billings shall break out fees by area (Single Audit, ACFR, School Activity Funds, and VRS Agreed Upon Procedures). The Offeror shall provide a breakdown of audit hours by area upon request.
- C. Management Letter: The Offeror shall prepare a written management letter communicating the Offeror’s recommendations for improving internal controls over financial reporting and related information systems.
- D. Certificates for Excellence in Financial Reporting: The Offeror shall be knowledgeable of the standards used by both the Association of School Business Officials (“ASBO”) and the Government Finance Officers Association (“GFOA”) in awarding certificates for excellence in financial reporting. The Offeror shall provide recommendations to the Division each year to help ensure the Division receives both certificates.
- E. Presentations:
 - 1. The Offeror shall present the results of the audits and review the management letter with the Roanoke City School Board Audit Committee prior to the second Tuesday in November.
 - 2. The Offeror shall make a brief oral presentation to the School Board during the regular public meeting on the second Tuesday of November.
- F. Access to Audit Work Papers: In the event the Division changes auditors, the Offeror shall make the work papers available to the successor Auditor and provide the usual and customary professional courtesy and responses to the successor Auditor’s inquiries without additional charge to the Division or the successor Auditor.

- G. Preparation of Data Collection Form: The Offeror shall prepare the Data Collection form for Reporting on Audits of Local Governments for the Office of Management and Budget (“OMB”) through the U.S. Federal Audit Clearinghouse.

V. DELIVERABLES AND DATES

Deliverable:	No later than:
Prepared by Client Listing (PBC)	May 1
Engagement Letter	May 1
General Audit Plan	May 1
Audit Committee Briefing on the Audit Plan	June 15
Opinion on VRS Census Data	September 15
Draft Management Letters – ACFR and School Activity Funds	October 20
Financial Report for School Activities Funds	October 31
Management Letter for School Activities Funds	October 31
Final Opinions and Management Letter – ACFR	October 31
Presentation to Audit Committee	First week in November
Presentation to Roanoke City School Board	Second week in November

VI. CONTRACT PERIOD

The contract period encompasses financial audits for the fiscal years ending June 30, 2025 through June 30, 2029.

VII. PROSPOSAL PREPARATION AND SUBMITTAL REQUIREMENTS

A. General Requirements

In order to be considered for selection, Offerors must electronically submit a complete response to this RFP. Specifically, Offerors must provide one (1) original and one (1) redacted copy that omits any proprietary or confidential information that the Offeror requests to be withheld from public view.

Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in RCPS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section

of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

B. Specific Requirements

Proposals should be as detailed as possible so that the School Division may properly evaluate capabilities to provide the required services. Offerors should submit the following information/items as a complete proposal:

1. The return of your RFP proposal and addenda signed and completed.
2. Documentation of the Offeror's authority to conduct business in the Commonwealth of Virginia such as a business license, documentation of corporation status through the State Corporation Commission, or other documentation as appropriate.
3. A typed response describing:
 - a. Offeror's experience as it relates to the scope of services requested, including:
 - i. Number of years the firm has been auditing school divisions.
 - ii. A listing of Virginia School Divisions who are former or current clients.
 - iii. Experience and qualifications of Partners, Managers, and Auditors that will be responsible for auditing Roanoke City Public Schools.
 - iv. Location of the office that will be performing the audit of Roanoke City Public Schools.
 - v. Involvement with local, state, and national organizations such as ASBO, GFOA and GASB.
 - b. Offeror's approach to performing the services requested, including:
 - i. Initial survey of the Division's systems and financial processes.
 - ii. Annual planning and preparation.
 - iii. Consideration of internal controls over financial reporting.
 - iv. Consideration of fraud risks.
 - v. Quality assurance over audit work throughout the engagement.
 - vi. Communication of progress, potential issues, recommendations.
 - vii. Reporting.

- c. Offeror’s consideration of potential impairments to its independence and an affirmative statement that the Offeror is independent of the School Division and City of Roanoke as defined by GAAS and GAGAS.
 - d. Offeror’s continuing professional development and technical resources, including:
 - i. Employee development approach.
 - ii. Employee access to technical resources, such as knowledge databases and practice guides.
 - iii. Use of financial audit software.
 - iv. Affirmation that all staff assigned to work on the School Division’s audit will be appropriately qualified to perform the work assigned, will do so objectively and competently, will maintain confidentiality, and will have the required training and certification to comply with standards such as HIPAA and FERPA, that might arise in the course of performing the audit.
4. A copy of the Offeror’s most recent peer review report and related communications.

Responses must be delivered not later than 3:00 P.M. on February 14, 2025, to:
bids.purchasing@rcps.info.

VIII. SCHEDULE OF EVENTS

Event:	Responsibility:	No Later Than:
Publish RFP	Purchasing	January 24, 2025
Submission of Questions	Offeror	January 31, 2025; 5:00 P.M.
Answers Posted	Purchasing	February 7, 2025; 5:00 P.M.
Submission of Proposal	Offeror	February 14, 2025; 3:00 P.M.
Finalist Presentations	Purchasing / Offeror	May be requested before final decisions are made.
Contract Signed	Purchasing / Offeror	No later than May 1, 2025

IX. EVALUATION AND AWARD OF CONTRACT

A. Evaluation Criteria. Proposals shall be evaluated using the following criteria:

1. Qualifications of the Offering Firm [40%].
 - a. Client list demonstrating experience auditing school divisions.
 - b. Capacity to accommodate RCPS preferred schedule for deliverables.
 - c. Results of most recent peer review.
 - d. Involvement with professional organizations and standard setting bodies.
 - e. Emphasis on providing partners and staff with continuing professional development and access to high quality technical support.
 - f. Commendations from former and current clients.

2. Qualifications of Engagement Staff [30%].
 - a. Experience auditing Virginia school divisions.
 - b. Degrees and certifications.

3. Presentation [24%].
 - a. Clarity and completeness of written proposal.
 - b. Professionalism and effectiveness of oral communications.
 - c. Effectiveness in responding to questions and comments.
 - d. Demonstrated interest in having the School Division as a client.

4. Certified locally owned business enterprise (LBE) [2%].

5. Certified minority business enterprise (MBE) [2%].

6. Certified women business enterprise (WBE) [2%].

7. Fees.

Fees will not be considered when ranking proposals. Offerors who are invited to present to the selection committee will be asked to provide a non-binding estimate of hours and fees in the following format:

	Billable Rate	Estimated Hours				Total Fee (\$)
		ACFR	A-133	VRS	SAF*	
Partners	\$xxx	###	###	###	###	\$xxx
Managers	\$xxx	###	###	###	###	\$xxx
Supervisors	\$xxx	###	###	###	###	\$xxx
Seniors	\$xxx	###	###	###	###	\$xxx
Staff	\$xxx	###	###	###	###	\$xxx
Interns	\$xxx	###	###	###	###	\$xxx
Fees – 2025		\$xxx	\$xxx	\$xxx	\$xxx	\$xxx
Fees – 2026		\$xxx	\$xxx	\$xxx	\$xxx	\$xxx
Fees – 2027		\$xxx	\$xxx	\$xxx	\$xxx	\$xxx
Fees – 2028		\$xxx	\$xxx	\$xxx	\$xxx	\$xxx
Fees – 2029		\$xxx	\$xxx	\$xxx	\$xxx	\$xxx

*SAF – School Activity Funds.

B. Award.

Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). RCPS may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4319 and Section 2.2- 4359, Code of Virginia.) Should RCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be RCPS Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor’s proposal as negotiated.

C. Definitions: LBE, MBE, WBE.

“**Local owner**” – an individual who has an ownership interest in a business enterprise and whose primary residence is within the Roanoke Metropolitan Area. For the

purposes of this policy, the Roanoke Metropolitan Area shall include all cities, counties, and towns within the Commonwealth of Virginia that are within a 50-mile radius of the City of Roanoke.

“Locally-owned business enterprise (LBE)” – a business that(i) is privately held, (ii) has Local Owners that own at least fifty-one percent of the business, (iii) has Local Owners that control the management and daily operations of the business, (iv) is registered in Virginia with no corporate headquarters outside of the Commonwealth, and (v) has completed the certification steps set forth below.

In order to be placed on the Purchasing Department’s list as a LBE, a business must provide the Purchasing Director with (i) a copy of its local business license, (ii) a copy of the businesses articles of incorporation or partnership agreement, and (iii) a completed sworn certification form (found in the “Additional Forms” section of this RFP).

“Minority business enterprise (MBE)” – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by minorities.

“Women business enterprise (WBE)” – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by women.

X. GENERAL TERMS AND CONDITIONS

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a proposal using the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed documents is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.
3. **Precedence of Terms:** Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the Generals Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default:** In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have incurred.

5. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS 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 RCPS under said contract.
7. **Ethics in Public Contracting:** By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination:** By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:
 - a. In every contract over \$10,000, the provisions 1 and 2 below apply:
 - i. During the performance of this contract, the contractor agrees as follows:
 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex 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 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. 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.
 2. The contractor will include the provisions of paragraphs 1, above, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or Contractor.
9. **Debarment Status:** By submitting a proposal, 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.
10. **Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
11. **Qualifications of Offerors:** RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror

shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. **Anti-Collusion Certification:** By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.
13. **Payment Terms:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
14. **Immigration Reform & Control Act of 1986:** By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
15. **Relationship of Offeror to Owner:** After the Contract for services has been fully executed, the Offeror shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the Offeror.
16. **Code and Regulatory Compliance:** Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.
17. These terms and conditions are made a part of any resulting contract.

XI. SPECIAL TERMS AND CONDITIONS

1. Insurance:

Prior to the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

A. Workers' Compensation. Workers' Compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement.

B. Automobile Liability. The minimum limit of liability for automobile liability insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles

- C. Commercial General Liability Broad Form insurance shall insure against all claims, loss, cost, damage, expense, or Contractor's performance under this contract. The minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence.
2. **Audit:** The Offeror agrees to retain all books, records, and other documents related to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
 3. **Termination of Contract:** RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
 4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by \$50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Superintendent or her designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by RCPS in accordance with the requirements of the Public Procurement Act.
 5. **Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be *subject* to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must *SPECIFICALLY* identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining 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.*
 6. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.
 7. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting

- in bodily or mental injury or property damage that may happen in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.
8. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the "*written*" request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
 9. **Late proposals:** To be considered for award, proposals must be received by Roanoke City Public Schools, Attention: Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of proposals is that time on the clock located in RCPS Purchasing Department. Proposals received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and time.
 10. **Gifts by Offeror, Contractor or Subcontractor:** No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
 11. **Qualification of Offerors:** Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 12. **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound here under only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
 13. **Contract Documents:** The contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard Contract, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

14. **Rejection of Proposals:** The Superintendent or her designee, on behalf of the School Board, reserves the right to reject any and all proposals
15. **Procedure for Protest:** Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent, or her designee, of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought (Section 2.2-4360, Code of Virginia).
16. These terms and conditions are made a part of any resulting contract.

XII. ADDITIONAL FORMS

STATE CORPORATION COMMISSION FORM

This form must be returned with response to solicitation

Virginia State Corporation Commission (“SCC”) registration information. The undersigned Offeror:

_____ is a corporation or other business entity with the following SCC identification number:

_____.

-OR-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location)

-OR-

_____ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____.

Signature: _____ Date: _____

Printed Name _____

Title: _____

Name of Firm: _____

PROPRIETARY AND CONFIDENTIAL INFORMATION FORM

This form must be returned with response to solicitation

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 § 2.2- 4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given five business days, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm): _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.

Date

Signature: _____

Title: _____

_____ No portion of this proposal is to be considered confidential and/or proprietary.

_____ The data/material indicated below is to be considered confidential and/or proprietary.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

*Attachments may be made to this form for further clarification, but this form shall serve as the official request to invoke the protections of § 2.2- 4342F of the Code of Virginia.

ANTI-COLLUSION CERTIFICATION

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?

Yes: _____ No: _____. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using subcontractors? Yes: _____ No: _____

In conjunction with the desire of the School Board of the City of Roanoke, VA’s policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

1.	<u>Name of Firm</u>	<u>Person(s) Contacted</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Date</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Amount of Contract Subcontract</u>
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

- If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Results of Contact</u>
_____	_____
_____	_____

- If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: _____
(Firm)

(Address)

(Telephone) (FAX)

(Ink Signature and title) (Date)

(Seal and attest Seal if Proposal is by Corporation)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p style="font-size: x-small;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. Requestor's name and address (optional)</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Reference Form

1. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

E-Mail: _____

2. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

E-Mail: _____

3. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

E-Mail: _____

Company: _____

Signature: _____

Title: _____ **Date** _____

ROANOKE CITY PUBLIC SCHOOLS' CERTIFICATION FOR LOCALLY OWNED BUSINESS ENTERPRISE (FORM DJI-F)

In an effort to qualify as a locally owned business enterprise under the Roanoke City School Board's Plan for Participation in Procurement Transactions with locally owned businesses, I voluntarily submit that the information set forth below is true and accurate.

Name of Business _____

____ Corporation ____ Partnership
____ Other (Please Describe)

Address of Business _____

Business Phone No. _____ Other Phone No. _____

Name of Owner(s)/Owner's Permanent Address/% of Ownership

The following documents must be attached to or accompany this Certification in order to be considered a locally owned independent business under the Roanoke City School Board's procurement program.

Copy of current business license AND

- a. If a corporation - Copy of the Articles of Incorporation and the minutes from the last annual meeting.
- b. If a partnership - Copy of the Partnership Agreement.

By signature below, I hereby certify that the information set forth in this certification is true and accurate. I further certify that I am an owner of the independent business listed in this certification and that my permanent residence is in the Commonwealth of Virginia within fifty (50) miles of the City of Roanoke. Finally, I certify that the business documents that are attached to and made a part of this certification are true and accurate copies.

Name of Company Officer/Date

Signature of Company Officer

CERTIFICATION OF PROPOSAL

RFP 3169

FINANCIAL AUDIT SERVICES

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful vendor certifies that the vendor, all principals and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-Procurement Programs to determine that the successful vendor, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this contract.

FIRM _____

BY _____

(Signature validates proposal)

(Print or type name)

TITLE _____

ADDRESS _____

CITY _____

STATE, ZIP _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL _____

DATE _____