

# Request for Proposal (RFP)# 25-02

for

# **Audit Services**

Issue Date: February 5, 2025

Proposal Due Date and Hour: February 26, 2025 3:00 p.m.

Last Day for written questions: February 12, 2025

Montgomery County Purchasing Department 755 Roanoke Street, Suite 2C Christiansburg, VA 24073-3179

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# COUNTY OF MONTGOMERY, VIRGINIA RFP # 25-02

ISSUE DATE: FEBRUARY 5, 2025

**Audit Services** 

# (TO BE COMPLETED AND RETURNED)

### GENERAL INFORMATION FORM

<u>QUESTIONS</u>: All inquiries for information regarding this solicitation should be directed to: Jeff Groseclose, CPPB, VCO, VCA, Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: <a href="mailto:mcpurchasing@montgomerycountyva.gov">mcpurchasing@montgomerycountyva.gov</a>.

<u>DUE DATE</u>: Sealed Proposals will be received until <u>February 26, 2025</u> up to and including <u>3:00PM</u>. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>ADDRESS</u>: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179.** Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

<u>COMPANY INFORMATION/SIGNATURE</u>: In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration N/A	
Business Name / DBA Name /	TA Name and Address	Payment Address	Purchase Order Address	
Contact Name/Title		Signature (ink)	Date	
Telephone Number	Fax Number	Toll Free Number	E-mail Address	

### COUNTY OF MONTGOMERY RFP # 25-02

**Audit Services** 

I <u>PURPOSE</u>: The intent and purpose of this Request for Proposal (RFP) is to establish a term contract through competitive negotiation with a qualified firm of certified public accountants for Audit Services to be performed at the end of each fiscal year(s) June 30, 2025, 2026, and 2027, with the option to renew for up to five (5) additional consecutive fiscal years (2028, 2029, 2030, 2031, 2032). The services will be on behalf of Montgomery County, Virginia (MOCO), the Montgomery County School Board (Schools), the Montgomery County Public Service Authority (PSA), and the Montgomery County Economic Development Authority (EDA), herein after referred to as "County." The services will also be provided to the Blacksburg/Christiansburg/Montgomery Area Metropolitan Planning Organization (MPO), the New River Valley Emergency Communications Regional Authority (NRV911), MBC Development Corporation (MBC), and the Montgomery County Regional Tourism (MCRT). The County serves as fiscal agent for the MPO, NRV911, MBC and MCRT; however, they are not component units of the County. The County has identified the Schools, PSA and EDA as component units requiring inclusion in the County's financial statements.

#### **II BACKGROUND:**

### A. General Background

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of <u>Blacksburg</u> and <u>Christiansburg</u>, the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to <u>Virginia Polytechnic Institute and State University</u> (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2020 population of 100,839. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 67,365.)

The County is governed by an elected seven-member Board of Supervisors who appoints a County Administrator.

#### **B.** Specific Background

A description of the County's government and pertinent background information is included in the attached Information Overview (Attachment C).

#### III STATEMENT OF NEED:

The County needs the services of a Contractor that can provide the following:

#### A. Work to be Performed

The County desires the Auditor to express an opinion on the fair presentation of the financial statements of the entities noted in Section I in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the Comptroller General of the United States' Government Auditing Standards, the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the Auditor of Public Accounts (APA) Commonwealth of Virginia Specifications for Audits of Counties, Cities and Towns.

Financial Audit – The County also desires the Auditor to express an opinion on the fair presentation of its financial statements and schedules in conformity with generally accepted accounting principles. The Auditor is not required to audit the supporting schedules contained in the Annual Comprehensive Financial Report (ACFR). However, the Auditor is to provide an "in relation to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The Auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The Auditor is not required to audit the schedule of expenditures of federal awards. However, the Auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The Auditor shall perform an examination of Virginia Retirement System census data for MOCO and the Schools as required by the APA and the Virginia Retirement System.

The Auditor shall prepare and submit a letter to the APA which provides assurance as to whether the sheriff has maintained a proper system of internal controls and records in accordance with the Code of Virginia, as required by the APA.

The Auditor shall perform agreed upon procedures as set forth in the Code of Virginia relating to the County's landfill financial assurance requirements in accordance with the Federal Register "Criteria for Municipal Solid Waste Landfills – Financial Assurance Criteria," as required by the Environmental Protection Agency and the Commonwealth of Virginia Department of Environmental Quality.

The APA requires all local governments to complete transmittal forms in accordance with the provisions of the most recently issued Uniform Financial Reporting Manual for Virginia Counties and Municipalities. The Auditor shall provide the transmittal forms and an agreed-upon procedures report.

Additional financial audits – The independent Auditor shall also audit and render separate opinions on the PSA, EDA, MPO, NRV911, MBC and MCRT financial statements.

The Auditor shall perform an examination of Virginia Retirement System census data for the NRV911 as required by the APA and the Virginia Retirement System.

Review and file MBC IRS form 990-PF by November 15 deadline with audit being complete prior to filing deadline.

The Auditor shall perform agreed upon procedures for the following volunteer agencies to ensure proper handling of County provided funding and grant funding: Elliston Fire Department, Riner Fire Department, Riner Rescue Squad, Longshop McCoy Fire Department, and Longshop McCoy Rescue Squad. This work will be priced separately.

Keep the County informed on new GASB/FASB statements and provide advice regarding implementation of these statements.

#### B. Reports to be Issued

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

- 1. An opinion on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America.
- 2. An opinion on the fair presentation of the other supplementary information and the schedule of expenditures of federal awards in conformity with accounting principles generally accepted in the United States of America. The Auditor shall prepare a disclaimer of opinion related to the statistical section included in the ACFR.
- 3. A report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with Government Auditing Standards. The Auditor shall communicate all instances of noncompliance that could have a material effect on the financial statements in the report. The Auditor shall communicate all deficiencies and material weaknesses in internal controls over financial reporting and its operations in the report.
- 4. A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with Uniform Guidance. The Auditor shall report all instances of noncompliance with the specific requirements for major federal program in the report on compliance and in the Schedule of Findings and Questioned Costs. The Auditor shall communicate all deficiencies affecting major federal programs in the report. Further, the Auditor shall identify any material weaknesses in the report. Any finding or weaknesses shall be reported immediately to the appropriate level of management.

- 5. A report on the Virginia Retirement System census data examination for MOCO, the Schools and NRV911 as required by the APA and the Virginia Retirement System.
- 6. A report on the Sheriff's compliance with the Virginia Accounting Sheriff's Manual and Code of Virginia.
- 7. A separate report on the application of agreed-upon procedures for each of the following agencies: Elliston Fire Department, Riner Fire Department, Riner Rescue Squad, Longshop McCoy Fire Department, and Longshop McCoy Rescue Squad.
- 8. A report on the application of agreed-upon procedures relative to the landfill financial assurance as set forth in the Code of Virginia.
- 9. A report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms.
- 10. The Auditor shall make an immediate, written report to the appropriate level of management of all management letter comments of which the Auditor becomes aware.
- 11. 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:
  - a. the County Finance Director, Chief Financial Officer and the County Administrator if the incident is County related.
  - b. the School Finance Director and Superintendent if the incident is School Board related.
  - c. the PSA Director if the incident is PSA related.
  - d. the EDA Secretary/Treasurer if the incident is EDA related.
  - e. the MPO Director if the incident is MPO related.
  - f. the NRV911 Director if the incident is NRV911 related.
  - g. the MBC Secretary/Treasurer if the incident is MBC related.
  - h. the Tourism Director if the incident is MCRT related.

#### C. Reporting to the Board of Supervisors

Auditors shall assure themselves that the Board is informed of each of the following:

- 1. The Auditor's responsibility under generally accepted auditing standards;
- 2. Significant accounting policies;
- 3. Management judgments and accounting estimates;
- 4. Significant audit adjustments;
- 5. Other information in documents containing audited financial statements;
- 6. Disagreements with management;
- 7. Management consultation with other accountants;
- 8. Major issues discussed with management prior to retention;
- 9. Difficulties encountered in performing the audit.

#### **D. Special Considerations**

The County will send its ACFR to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the Auditor will be required to meet the requirements of that program.

#### E. 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 five (5) years, unless the firm is notified in writing by the County 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 Montgomery
- County of Montgomery Component Units and entities for which the County serves as fiscal agent as identified in Section I
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the County 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.

#### F. Turn Over Audits

The County will occasionally require turn over audits after retirements or lost elections in the Treasurer's office. The County would like the firm providing the audit services to also be the firm that performs any turn over audit that is necessary. Under this contract, the next election will be 2027.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

### A. GENERAL REQUIREMENTS:

- 1. <u>RFP Response</u>: In order to be considered for selection, Offerors must submit a complete response to this RFP to include:
  - a. One (1) original and four (4) paper copies of the entire proposal INCLUSIVE OF ALL ATTACHMENTS. Any proprietary information should be clearly marked.
  - b. **One** (1) **electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked.
  - c. Should the proposal contain **proprietary information**, provide:
    - i. One (1) redacted paper copy of the entire proposal inclusive of all attachments.

All identified proprietary information should be blacked out. This copy should be marked "Redacted Copy"

- ii. **One** (1) **redacted** electronic copy in WORD format or searchable PDF (USP/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS**. **All identified proprietary information should be blacked out**. This USB/Flash Drive should be marked "*Redacted Copy*".
- d. Response shall be submitted to:

Jeff Groseclose, CPPB, Procurement Manager Montgomery County Purchasing Department 755 Roanoke Street, Suite 2C Christiansburg, VA 24073

Identify on outside of envelope: Sealed RFP # 25-02

RFP due date and hour: February 26, 2025, 3:00 P.M.

e. Offerors may choose to submit required electronic copies through the eVA Electronic Submission process by the date and time identified herein. Offerors must still submit required paper copies described above. In order to submit an electronic proposal, the offeror must be properly registered with eVA. Registration may be accomplished through this site: https://eva.virginia.gov/register-now.html. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays Montgomery County will not be able to assist offerors with their in the process. submissions. Offerors must contact eVA with any questions or needs for assistance with submission. Upon successful submission, the offeror should receive confirmation of the submission through eVA. The County will not confirm receipt of the proposal. For a tutorial how view and respond to solicitation. visit: https://www.youtube.com/watch?v=KSxcAkOekW0. Montgomery County is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes, but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. responsibility of the Offeror to ensure the proposal is submitted on time.

The Offeror shall make no other distribution of the proposal.

#### 2. Proposal Preparations:

a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manger will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals will be reviewed and evaluated by a committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. 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, subletter, 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP 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 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons 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 will result in rejection of the proposal.
- **B. SPECIFIC REQUIREMENTS:** Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:
  - 1. The return of the RFP general information form and addenda, if any, signed and completed as required.
  - 2. Please provide four (4) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual Montgomery County has your permission to contact.

- 3. History of the firm, including number of years in business and size of firm. Identify headquarters and nearest office and identify the office which will serve as the managing office for the project.
- 4. A statement of understanding of the work to be performed with descriptions of the audit approach and illustrations of the procedures to be employed. This statement should include, at a minimum, the following points:
  - a. Use of statistical sampling.
  - b. Use of computer audit techniques and specialists, including the extent of automation of workpapers.
  - c. Management letter approach (also provide a sample letter).
  - d. Typical assistance generally expected from the County and Schools staff.
- 5. A work schedule including the approximate date the audit will begin (including preliminary field work) and end, and the approximate dates for delivery of the Auditor's reports. Include in this schedule the time anticipated that work will be performed on site and the time that will be worked remote.
- 6. Throughout the year, a client may need the assistance of the Auditor for various issues that may arise. Describe any additional services that would be available, free of charge, to clients on a year-round basis (i.e. training/seminars for County staff, tax consultation, publications, phone calls to the Auditor for guidance concerning technical questions, etc.).
- 7. Biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing local governments, and recent continuing professional education of each.
- 8. Describe the policies and procedures and/or approach regarding changes in staff assigned throughout the audit engagement contract that ensures knowledgeable staff are always on the engagement.
- 9. Provide a COMPLETE list of the local office's local government audit clients for the current year and the five preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each. Provide the name of a reference and the individual's telephone number for each local government audited for fiscal 2024.
- 10. A copy of the report on the firm's most recent peer review.
- 11. An acknowledgment that:
  - a. The firm is independent of Montgomery County, Virginia, as that term is defined

- in the Ethical Rules of the AICPA.
- b. Appropriate licensing to perform the audit, as provided by applicable laws of the Commonwealth of Virginia, has been obtained.
- c. The firm has met the peer review standards of the AICPA and *Governmental Auditing Standards*.
- d. The firm will provide adequate supervision on a day-to-day basis.
- e. Staff assigned to the audit have met the continuing education requirements required by Governmental Auditing Standards, issued by the Comptroller General of the United States.
- 12. Discuss Offeror's willingness to provide turn over audits as necessary throughout the length of this contract.
- 13. In a separate sealed envelope, Offerors are requested to provide a price schedule for all costs associated with this contract including a cost for turn over audits. Offerors are also requested to provide information about conveying price increases at the time the contract is negotiated for renewal.
- 14. Offerors may submit other information believed pertinent for consideration.
- 15. Any and all deviations from, or exceptions to, the specifications and requirements herein must be listed and prominently displayed in proposal materials and should be clearly stated by the offeror in a separate section titled "Exceptions".

### V. <u>EVALUATION AND AWARD OF CONTRACT</u>:

**A. Award of Contract**: The County shall engage in individual discussions and interviews with two or more Proposers 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. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Section 2.2-4342D, Code of Virginia, as revised. At the conclusion of the informal interviews and on the basis of evaluation factors set forth in Section VI.B. and the information provided and developed in the selection process to this point, the Agency shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Proposer ranked first. If a contract satisfactory and advantageous to the

Agency can be negotiated at a fee considered fair and reasonable, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a contract can be negotiated at a fair and reasonable fee. Should the County determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one offer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Proposer.

#### **B.** Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

Each proposal will be evaluated on the following criteria:

EVALUATION CRITERIA			
1.	The skill, experience, and training of the firm and specified persons who will be performing the service requested.	25	
2.	The Auditor's understanding of the system of accounting obtained through prior experience or discussion with the appropriate officials.	25	
3.	The prior experience and reputation of the Auditor in auditing similar entities.	25	
4.	Ability to complete the audit and submit the financial statements in order to meet required deadlines.	25	

VI <u>WRITTEN QUESTIONS:</u> Questions regarding the Statement of Need in this RFP must be submitted in writing no later than close of business on **February 12**, **2025** and should be emailed to <u>mcpurchasing@montgomerycountyva.gov</u>. Responses to written questions will be answered in a written addendum.

#### VII CONTRACT ADMINISTRATION:

Lisa Rayne, Finance Director or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

**VII PAYMENT PROCEDURES:** The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Montgomery County Financial Management Services Attn: Susan Dickerson 755 Roanoke Street, Suite 2C Christiansburg, VA 24073

**IX CONTRACT PERIOD:** The term of this contract is for three (3) years or as negotiated. There will be an option for five (5) one-year renewals or as negotiated.

# ATTACHMENT A TERMS AND CONDITIONS

#### **GENERAL TERMS AND CONDITIONS**

RFP General Terms and Conditions can be found by clicking on the link below.

https://montgomerycountyva.gov/1/departments-services/purchasing

#### SPECIAL TERMS AND CONDITIONS

- 1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Montgomery County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 2. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State Auditors shall have full access to and the right to examine any of said materials during said period.
- 3. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. **CANCELLATION OF CONTRACT**: Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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.
- 5. **COUNTY CLOSINGS:** If the Montgomery County Purchasing Office is closed as a result of an act of God or an emergency situation the day proposals are due, proposals will be accepted up until the same time on the next scheduled business day the Montgomery County Purchasing Office is open. If the Montgomery County Purchasing Office is closed on the day of a scheduled pre-proposal conference, a written addendum will be issued to officially reschedule the conference.
- 6. **IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

**Montgomery County** 

**Purchasing Department** 

755 Roanoke Street, Suite 2C

Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised

which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.

7. **INDEPENDENT CONTRACTOR**: The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.

#### 8. **INSURANCE**:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

#### **INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation Statutory requirements and benefits.
- B. Employers Liability \$100,000.00
- C. General Liability \$500,000 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability \$500,000.
- E. Professional Liability/Errors and Omissions \$1,000,000 occurrences, \$3,000,000 aggregate

Profession/Service Limits

Accounting \$1,000,000 occurrences, \$3,000,000

aggregate

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, 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 to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's 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 Montgomery County, 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 contract.

9. **PROPOSAL ACCEPTANCE PERIOD**: Any proposal received in response to 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 cancelled.

# ATTACHMENT B COUNTY OF MONTGOMERY STANDARD CONTRACT

# **Contract Number:** hereinafter called the This contract entered into this \_\_\_\_ day of, 202\_\_, by \_\_\_\_\_ "Contractor" and the County of Montgomery, called the "County". WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows: **SCOPE OF SERVICES**: The Contractor shall provide the services to the County as set forth in the Contract Documents. **CONTRACT PERIOD:** The initial contract period is \_\_\_\_\_\_ through \_\_\_\_\_. **COMPENSATION AND METHOD OF PAYMENT**: Payment to the County shall be made in accordance with the Contract Documents. **CONTRACT DOCUMENTS:** The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated \_\_\_\_\_\_, together with all written modifications thereof, the proposal submitted by the Contractor dated and the Contractor's letter dated \_\_\_\_\_\_, all of which contract documents are incorporated herein. In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby. **COUNTY OF MONTGOMERY: CONTRACTOR:** By: \_\_\_\_\_\_By: \_\_\_\_\_

Title: Title:

### ATTACHMENT C INFORMATION OVERVIEW

#### I. GENERAL INFORMATION

The county government is organized under the County Administrator form of government. The governing body of the County is an elected seven-member Board of Supervisors (the Board), which establishes policies for the administration of the County. Members are elected for staggered, four-year terms. The Board appoints a County Administrator to act as the administrative head of the County to carry out the policies established by the board. The Montgomery County Board of Supervisors also serves as the Public Service Authority Board.

A seven-member elected School Board directs the Montgomery County public school system. Members are elected for staggered, four-year terms.

#### II. THE FINANCIAL REPORTING ENTITY AND OPERATIONS

The financial reporting entity includes all of the funds of the County, the primary government, as well as all of its component units. As of June 30, 2024, three discretely presented component units, the School Board (Schools), the Montgomery County Public Service Authority (PSA) and the Montgomery County Economic Development Authority (EDA), are included in the reporting entity because of the County's financial accountability for these organizations.

At June 30, 2024, the Schools operated 11 elementary schools, 4 middle schools and 4 high schools. The County appropriates General Fund revenues to support the Schools expenditures because the Schools cannot levy taxes or incur indebtedness under Virginia law.

The PSA is a separate entity from the County. Its finances are reflected as two enterprise funds in the County's financial statements.

The County provides a full range of municipal services. Major programs include public safety; health and welfare; and parks, recreation and cultural activities. Additionally, the PSA provides a water and wastewater utility system to the unincorporated areas of the County.

#### III. PERSONNEL/PAYROLL

At June 30, 2024 the County had 431 full-time employees, the Schools had 1,650 full-time equivalent employees, the PSA had 19 full-time employees, the MPO had 1.5 full-time employees, the NRV911 had 39 full-time employees, and the MCRT had 2 full-time employees. The EDA and MBC do not have employees. The Schools payroll is processed separately from the County.

#### IV. ACCOUNTS PAYABLE

The County and Schools disbursements are processed separately. The County processes disbursements for the PSA, EDA, MPO, NRV911, MBC and MCRT.

#### V. TAX COLLECTIONS

The total property tax levy in fiscal year 2024 was \$116.6 million. Current tax collections were \$114.3 million and delinquent tax collections were \$3.0 million.

#### VI. FINANCIAL INFORMATION

Records are maintained in an automated general ledger, accounts payable, purchasing, and budgetary control system (Tyler Technologies ERP - Munis).

The following are the current funds of the government:

#### A. Governmental Fund Types

#### General Fund:

The general fund is the general operating fund of the County. It is used to account for all financial resources except those required to be accounted for in another fund.

#### Special Revenue Funds:

Special revenue funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purchases. The County currently has two special revenue funds including School Operating and School Cafeteria Funds within the component unit.

#### Capital Projects Fund:

The Capital projects fund is used to account for financial resources to be used for the acquisition or construction of major School or general government capital facilities (other than those financed by proprietary funds). Funding for these expenditures is provided primarily by bond issuances.

#### B. Proprietary Fund Types

#### Enterprise Funds:

Enterprise funds are used to account for operations that are financed in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the government body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The PSA currently has a water fund and a wastewater fund. The EDA has one fund.

# C. Blacksburg/Christiansburg/Montgomery Area Metropolitan Planning Organization (MPO)

The MPO, which was created in 2003, is a transportation policy-making organization serving the Blacksburg, Christiansburg, and Montgomery area. The MPO provides the information, tools, and public input necessary to improve the performance of the transportation system of the region. Future transportation needs are addressed, giving consideration to all possible strategies and the community's vision.

The financial statements present the MPO as the primary government. The MPO has no component units and no related or jointly governed organizations. The major governmental fund is the *general fund*, which accounts for all revenues and expenditures applicable to the general operations of the MPO.

#### D. New River Valley Emergency Communications Regional Authority (NRV911)

The NRV911 is a regional partnership of the County of Montgomery, the Towns of Blacksburg and Christiansburg, and Virginia Tech. The NRV911 provides quality and reliable 911 dispatch and emergency communication services to the community and agencies in these localities.

The financial statements present the NRV911 as the primary government. The NRV911 has no component units and no related or jointly governed organizations.

#### E. MBC Development Corporation (MBC)

The MBC is a non-profit, non-stock Virginia Corporation organized to enhance diversity and broaden the employment base in Montgomery County, Virginia. The Corporation is exempt from federal income taxes under Section 501(c)(3) of the *Internal Revenue Code* and has been determined to be a private foundation under Section 507(d) of the *Internal Revenue Code*. The Corporation is governed by a twelve member Board of Directors and provides small businesses with loans not available from conventional sources and, thereby, promotes the creation and retention of jobs in the community.

#### F. Montgomery County Regional Tourism (MCRT)

The MCRT is a cooperative agreement between of the County of Montgomery and the Towns of Blacksburg and Christiansburg. The MCRT provides tourism development in these localities.

The financial statements present the MCRT as the primary government. The MCRT has no component units and no jointly governed organizations.

#### SPECIFIC RESPONSIBILITIES

#### VII. BASIS OF ACCOUNTING

Budgets for all funds are currently adopted on the cash basis.

#### VIII. FEDERAL AND STATE ASSISTANCE

The County receives grants from the Federal Government and the Commonwealth of Virginia for a variety of programs. The Schedule of Expenditures of Federal Awards for the year ended June 30, 2024 is displayed in Schedule 1 of the ACFR.

#### IX. PENSION PLANS

The County contributes to the Virginia Retirement System (VRS), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for political subdivisions in the Commonwealth of Virginia. Professional and non-professional employees of the Schools are also covered by the VRS. The NRV911 maintains a VRS plan separate from the County plan.

#### X. INTERNAL AUDIT FUNCTIONS

Neither the County nor the Schools maintains internal audit functions.

#### XI. OTHER INFORMATION

The County has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer's Association for the past 37 consecutive years and expects to receive it for the fiscal year 2024 report.

# ATTACHMENT D AGREED UPON PROCEDURES FOR FIRE AND RESCUE AGENCIES

#### I. FORM 990

Determine whether the appropriate Form 990 was filed with the Internal Revenue Service as required by regulations. Determine that the Form 990 was filed in a timely manner.

#### II. BANK RECONCILIATIONS

Randomly select three month-end bank reconciliations for each bank account (cash, certificate of deposit, etc.) that the entity maintains and perform the following procedures:

- Trace the bank balance on the reconciliation to the bank statement.
- Determine if the reconciliation is mathematically accurate, including detailed supporting schedules.
- For the three month-end bank reconciliation selected, determine if the amount of funds in the account during the period exceeded FDIC limits.
- Review the cash receipts and disbursements ledgers for each bank account for five business days before and after month end to identify interbank transfers, checks, and deposits. Determine whether all items were recorded and accounted for in the proper period.
- Document when the bank reconciliation was performed.
- Document whether anyone is reviewing and approving the bank reconciliations other than the preparer.
- Perform the following procedures:
  - Document any reasons why checks of a significant amount (greater than \$200) have not cleared the bank within 30 days.
  - Trace all deposits in transit to the subsequent bank statement. Document any reasons
    for significant delays (greater than five business days) in being credited to the bank
    account.
  - Trace all deposits over \$200 from books to bank statements for the month. Document any reasons for significant delays (greater than five business days) in being credited to the bank account.
  - Trace checks from bank statements for the month to disbursement journal.
  - Determine the mathematical accuracy of the cash journals for the three months selected.
  - Determine the propriety of other reconciling items individually over \$200 and that they cleared on the subsequent month's bank statement.

#### III. DISBURSEMENTS

Using the manual ledgers and bank statements during the period of testing, select a random sample of twenty-five (25) disbursements from the manual ledger less than \$2,500, five (5) disbursements from the bank statement(s) less than \$2,500, five (5) disbursements from the manual ledger greater than \$2,500, and three (3) disbursements from the bank statement(s) greater than \$2,500 (total 38 items) and perform the following:

- Payee, amount, and date recorded in the ledger agree to the cancelled check returned from the bank.
- Payee and amount agree to the supporting documentation (i.e., invoice, purchase order, receiving documentation, as applicable).
- Determine if the disbursement appears appropriate and reasonable.
- Disbursement appears coded to the appropriate expense account.
- Cancelled checks from the bank were maintained and contained the appropriate signatures on them according to the policy set by the individual entity.

#### IV. REIMBURSEMENT

Randomly select ten (10) disbursements which were considered reimbursement in nature and perform the following:

- Supporting documentation exists to support the disbursement.
- Determine if the reimbursement appears appropriate and reasonable.
- The proper mileage rate was used as allowed by the department but in no case greater than the amount allowed by the IRS.

#### V. REVIEW OF CHECK REGISTER AND CANCELLED CHECKS

Review the manual check register and the cancelled checks returned from the bank during the period under review noting:

- Duplicate check numbers used.
- Gaps in check sequence.
- Voided checks have been properly marked and added back into the balance in the cash account.

#### VI. RECEIPT TESTS

Using the Organizations receipt listing or book (bank statement if these do not exist), select a random sample of twenty (20) receipts less than \$1,000 and ten (10) receipts greater than \$1,000 noting:

• Payer and amount agree to supporting documentation.

- Items were deposited within five (5) business days of receipt by the entity.
- Receipt was coded to an appropriate revenue account.
- Whether a receipt was recorded and issued to the payer.

Determine whether any and all funds allocated by County of Montgomery and distributed to the entity were deposited within five (5) business days of their receipt in an entity account.

#### VII. CREDIT CARD TRANSACTIONS

Determine if the agency used credit cards. If so, document the type of cards and to whom the cards are issued, and what uses are generally allowable for the card. Randomly select three months card statements and perform the following procedures:

- For all the transactions listed on the statement, determine that there is supporting documentation including an original receipt.
- Determine if transactions appear appropriate and reasonable.
- Transaction was coded to the appropriate expense account.
- Credit card statement was paid in full by one agency check. Document any reasons why the statement amount was not paid in full.

#### VIII. PETTY CASH

Determine if the agency used petty cash. If so, document what uses are generally allowable for petty cash. Randomly select 10 disbursements from petty cash and perform the following procedures:

- All disbursements are supported by proper and adequate documentation.
- Determine if disbursement appears appropriate and reasonable.
- For cash disbursements, recipient of cash funds signed a receipt/acknowledgment for the amount of funds received and all unused funds were returned with documentation supporting funds used.
- Disbursement was made in accordance with petty cash guidelines for dollar threshold and item limitations.
- Purchase through petty cash did not circumvent the agency's purchasing guidelines.

#### IX. REVENUE AND EXPENSE COMPARISON

Obtain total and detailed revenue and expense categories for the current and two prior fiscal years and analytically compare totals for each year and look for significant increases or decreases from year to year and obtain an explanation from management for significant fluctuations.