



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2350 FAX: (843) 255-9437

PROPOSAL NOTICE NO. 1315010130218

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CLOSING DATE AND TIME: February 18, 2013, 3:00 p.m.

PROPOSAL TITLE: Auditing and Consulting Services

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be submitted to the Purchasing Office no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number, closing date, and title.**

All submittals (see page 13, paragraph 9.0, Submission Requirements) received in response to this Request for Proposals will be rated by a County Selection Committee, based upon the Evaluation Criteria as listed on pages 15-16, paragraph 10.0. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

BEAUFORT COUNTY

David L. Thomas, CPPO
Purchasing Director
(843) 255-2353

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PART I GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One (1) clearly identified original and six (6) copies of your proposal are required.**
5. Proposals/Qualification Statements will be received by the Beaufort County Purchasing Department until 3:00 p.m. on the closing date shown.

Proposals/Qualification Statements are to be mailed to:

Beaufort County Purchasing Department
P. O. Drawer 1228
Beaufort, SC 29901-1228

Hand deliver and/or Express mail to:

Beaufort County Purchasing Department
102 Industrial Village Road, Building # 3
Beaufort, SC 29906-4291

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the following: RFP number, closing date, and title.

Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

6. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. Questions

Fax or e-mail (e-mail questions are preferred) any questions you have, at least ten (10) calendar days prior to proposal closing date to:

Richard Dimont, Beaufort County Purchasing Department, (843) 255-9437. Confirm receipt of fax by calling Richard Dimont at 843-255-2352 or Dave Thomas at (843) 255-2353. For auditing questions, please contact David Starkey, CFO at (843) 255-2292.

E-Mail: Dave Thomas at dthomas@bcgov.net

E-Mail: Richard Dimont at rdimont@bcgov.net

E-Mail: David Starkey at dstarkey@bcgov.net

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal.

PART II BACKGROUND, SCOPE OF SERVICES, AND THE PROPOSAL EVALUATION PROCESS

1.0 BACKGROUND:

This is a Request for Proposal ("RFP") for an independent certified public accounting firm (the "proposer") to provide external independent auditing services for Beaufort County, Beaufort, South Carolina (the "County").

An Audit Selection Committee (the "Committee") will be selected to make a recommendation to the Finance Committee and County Council. It is anticipated that the Committee will review the proposals received in response to this RFP and will make recommendations to the Board for the selection of the independent certified public accounting firm. It is also anticipated that, in performing its duties, the awarded independent certified public accounting firm will have some interaction with the Committee. This interaction will include, but not be limited to, reviewing the scope of services, discussing the results of the audit, discussing the findings presented in the management letter issued by the firm and the responses of the County's management thereto and other matters as determined by the Committee.

1.1 BEAUFORT COUNTY GOVERNMENT

Minimum Funds and Account Groups to be audited for Beaufort County appear below:

	<u>FY 2012 Revenues</u>
General Fund	\$ 96,755,023
Major Funds:	
County Wide General Obligation Bond	32,325,358
New River TIF Bonds	6,841,721
Bluffton – County TIF Bonds	2,309,114
Sales Tax Projects	32,039,872
Real Property Program	10,018,260
2006 Bond Projects	1,686,898

Non-Major:

Special Revenue Funds	
Alcohol and Drug Programs	1,209,553
Disabilities and Special Needs Programs	5,823,014
Cultural and Recreation Programs	1,237,748
General Government Grants/Programs	13,099,140
Public Safety Grants/Programs	4,192,022
Public Works Grants/Programs	5,896,941
Public Welfare Programs	1,165,733
Debt Service Funds	2,651,952
Capital Project Funds	2,542,475
Proprietary (Enterprise) Funds	
Garage (Internal Service Fund)	5,060,020
Stormwater Utility	3,264,362
Lady's Island Airport	655,462
Hilton Head Island Airport	3,223,894
Agency Funds (approximately 92)	N/A

1.2 General Information about the County:

- 1.2.1 Beaufort County is located in the southeast corner of South Carolina. The County is home to the historic City of Beaufort and the popular resort community of Hilton Head Island, as well as three military bases. It is also situated midway between the cities of Charleston and Savannah.
- 1.2.2 These unique qualities have attracted a large influx of new residents over the last two decades, making Beaufort County one of the fastest growing counties in South Carolina. The County employs approximately 1,000 employees and administers an annual operating budget of approximately \$97,000,000.
- 1.2.3 Copies of the County's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2011 will be made available on request, as well as the Fiscal Year 2012 Operating Budget.
- 1.2.4 The County has an automated accounting system named MUNIS. All personnel in the Finance Department have access to the system through the organizational network. Access to the computer system will be made available to the auditors through the Finance Department, which is responsible for maintenance, programming, and operation of the system. The general ledger, accounting, payroll, accounts payable, lease management, cash receipts, and capital assets are automated.
- 1.2.5 The County operates under fund accounting based on Governmental Accounting Standards Board Pronouncements.
- 1.2.6 The County's current auditors are Elliott Davis LLC, Columbia, SC.
- 1.2.7 The County is the recipient of various state and federal grants that exceed \$500,000 per year.

1.2.8 The County does not have an Internal Audit Department. The Finance Department personnel, including the CFO and staff will be available to assist with the preparation of account analyses, schedules, etc. The Finance Department Staff includes three licensed CPAs.

1.2.9 Operating budgets are recorded in the automated accounting system. Amendments and transfers are documented within the system and maintained in the Finance Department.

1.3 **Audit Services:**

The County wishes to receive proposals for selection of an independent certified public accounting firm, licensed to practice in the State of South Carolina, to provide external independent auditing services to the County for each fiscal year period of five (5) years, beginning with an audit of the financial statements for fiscal year ending June 30, 2013 through June 30, 2015.

The County intends for the awarded firm to express an opinion on the fairness with which financial statements present the County's financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information respective changes in financial position and cash flows, where applicable, and the respective budgetary comparison for the general fund in conformity with generally accepted accounting principles.

1.4 **Scope of Services:**

1.4.1. Annual Examinations – The proposer selected as a result of this RFP shall provide independent auditing services to the County to examine the financial statements, beginning with the fiscal year ending June 30, 2013.

The annual examinations by the proposer shall include, but not be limited to, the following:

1.4.2 Financial Audit - The examination will be a financial and compliance audit made in accordance with generally accepted auditing standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

1.4.3 Report of Internal Controls over Financial Reporting - An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with the law and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.

1.4.4 Data Processing Review – The proposer will perform a review of internal controls used in the computer environment to ensure (a) the proper development and

implementation of applications, (b) the integrity of program and data files, (c) the completeness and accuracy of the accounting records, and (d) the integrity of computer operations.

The proposer shall communicate periodically to staff if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the proposer shall report the following information it deems appropriate:

- Specific comments in the above areas for the County's computer systems
- Overall conditions of internal control in computer environment
- Significant weakness in internal control in data processing

1.4.5. Management Letter - A management letter will be issued that will contain significant audit findings that, among other matters, may include the following material items noted during the performance of the audit:

- 1.4.5.1 Whether errors or irregularities reported in the preceding audit report have been corrected;
- 1.4.5.2 Whether recommendations made in the preceding audit report have been implemented;
- 1.4.5.3 If applicable, whether any errors or irregularities reported by or any recommendations made by the State of South Carolina Office of the Comptroller General concerning the preceding fiscal year have been corrected or implemented;
- 1.4.5.4 Violation of the laws, rules and regulations discovered within the scope of the audit;
- 1.4.5.5 Illegal expenditures discovered within the scope of the audit;
- 1.4.5.6 Improper or inadequate accounting procedures;
- 1.4.5.7 Failure to properly record financial transactions;
- 1.4.5.8 Other inaccuracies, irregularities, shortages or defalcations, if any, discovered by the firm; and
- 1.4.5.9 Recommendations to improve management, accounting procedures and internal controls and to increase efficiency.

The successful proposer shall be required to make an immediate written report to the designated County representative of all significant irregularities and any illegal acts as they become known to the proposer. Not later than 15 days after the end of fieldwork, the successful proposer shall submit a draft of the management letter to identify significant deficiencies and material weaknesses observed, and propose steps to eliminate any weaknesses.

- 1.5. Financial Reports – At the completion of the Financial Audit, the County will draft and prepare bound copies of the Comprehensive Annual Financial Report.
- 1.6. The partner in charge of the audit and/or the audit manager or supervisor must be available to attend a County Council meeting for discussion and presentation of the final report.
- 1.7. The auditor shall, without charge, provide input and review in the presentation of the financial statements and financial information in the County's Comprehensive Annual

Financial Report.

- 1.8. Disabilities and Special Needs Agreed-Upon Procedures –The external audit will be required to comply with 275-04-DD, “Procedures for Implementation of SCDDSN Provider Audit Policy” and perform procedures in the consumers’ personal funds and Medicaid billing areas.
- 1.9. Single Audit - An Audit of federal and state grants shall be performed, as defined by Governmental Auditing Standards issued by the Comptroller General of the United States, and the United States Office of Management and Budget (OMB) Circular A-133. The Audit and all submitted reports shall be made in accordance with the most recent standards available, including the following:
 - 1.9.1 Generally accepted auditing standards issued by the American Institute of Certified Public Accountants.
 - 1.9.2 Government Auditing Standards issued by the Comptroller General of the United States.
 - 1.9.3 Circular A-133, as well as A-133 Compliance Supplement issued by the Circular A-133 “OMB.”
 - 1.9.4 Governmental Accounting and Financial Reporting Standards published by the Governmental Accounting Standards Board.
 - 1.9.5 The reporting requirements established by the Governmental Finance Officers Association’s “Certificate of Achievement for Excellence in Financial Reporting” program.

The proposer will perform a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, OMB Circular A-133.

Information related to the single audit, including the Schedule of Expenditures of Federal Awards, Report on Compliance with Requirements that could have a direct and material effect on each major program, and on Internal control over compliance in accordance with OMB Circular A-133 will be included in a separate report, when completed.

- 1.9.6 Additional Services - If, during the contractual period, additional services are needed, the proposer may, at the option of the County, be engaged to perform these services. The proposer shall, upon receipt of a written request from the County Administrator, CFO or authorized designee, perform such additional services. Such services, if offered by the proposer, may include, but not be limited to:
 - 1.9.6.1 Management advisory services;
 - 1.9.6.2 Actuarial consulting services;
 - 1.9.6.3 Assistance in the preparation of or performance of extended audit

- procedures;
- 1.9.6.4 Assistance in the preparation of or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements;
- 1.9.6.5 Initial Risk Assessment of County Operations.

All additional work will be documented by engagement memorandums to be approved by the County Administrator and CFO or authorized designee. The fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates proposed in accordance with Section 9.7.3.

1.10. Time Requirements

- 1.10.1 Commencement of the Audit – The County will have all records for the audit, as well as all appropriate personnel, available to meet with the audit team of the successful proposer upon acceptance of the proposal and award by the County Council.
- 1.10.2 Schedule of the Fiscal Year Audit - Each of the following shall be completed no later than the date indicated.
 - 1.10.2.1 Audit Plan - Within one month of the execution of the professional services contract, a detailed plan will be provided to the CFO covering interim and year-end audit procedures for the fiscal year ending June 30, 2013. In the succeeding fiscal years for which audit services will be provided, a detailed plan will be provided to the CFO by April 30th.
 - 1.10.2.2 Fieldwork - For the fiscal year ending June 30, 2013, fieldwork should commence immediately after presentation of the audit plan. For the succeeding fiscal year, fieldwork should commence sufficiently before the end of the fiscal year to ensure that the reporting deadlines outlined below can be met.
 - 1.10.2.3 Progress Conferences - Progress conferences will be held with the CFO or designee at least bimonthly during the course of the engagement. Such conferences will be held at any time that it appears that: scheduled completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.
 - 1.10.2.4 Reporting Deadlines - The audit report, in its final form and including the management letter, shall be completed each year no later than the last working day in the month of November. The report will be presented to the County Council at its' December meeting.
 - 1.10.2.5 Provide periodic reports to the County assessing the impact of any significant regulatory (Accounting Standards) changes and accounting

or reporting developments proposed by the Financial Accounting Standards Board / Governmental Accounting Standards Board or any other significant financial / accounting matters that may affect the County.

- 1.11 Invoicing for Work/Progress Billing - In consideration of the size of the fees to be generated and the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion basis. To determine progress, the proposer will prepare, as part of the audit plan, an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred will accompany the invoice in support of this calculation. Progress billings may be rendered monthly during the course of the engagement; progress payments not to exceed 80% of the annual fee.

The final payment will be paid upon resolution of any open issues or delivery of any remaining items and acceptance of final audit reports, opinion letters, and management letter.

- 1.12 Working Papers - In all cases, the proposer will retain all working papers for a period of five (5) years and will provide the County and/or its assignees access, free of charge, to any or all work papers for a period of five (5) years. Working papers will be available for examination or duplication without charge to authorized County personnel as well as representatives of the Federal Audit Agency, the General Accounting Office, the State of South Carolina Auditor General, etc. Papers will be made available for examination or duplication at a reasonable charge to subsequent auditors engaged by the County.

- 1.13 Support Personnel - Support personnel, including the CFO and staff, will be made available by the County to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements of their positions.

- 1.14 These documents constitute the complete set of specifications, requirements, and/or proposal forms.

- 1.15 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

- 1.16 Document files may be examined, during normal working hours; ten days after proposals have been opened.

2.0 **INSTRUCTIONS TO PROPOSERS:**

DEFINITIONS: For the purposes of this Request for Proposal (RFP), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

- 2.1 All proposals must be received no later than 3:00 p.m., on February 18, 2013. If a proposal is transmitted by US Mail, Fed-X, UPS or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Purchasing Department.

All proposals must be submitted to:

Beaufort County Purchasing Department
P. O. Drawer 1228
Beaufort, SC 29901-1228

Hand deliver and/or Express mail to:

Beaufort County Purchasing Department
102 Industrial Village Road, Building # 3
Beaufort, SC 29906-4291

- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).
- 2.3 One manually signed original and six (6) photocopies of the proposal must be sealed and clearly labeled "**REQUEST FOR PROPOSAL: # 1315010130218, "Auditing and Consulting Services"**", opening date and time on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.4 Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other methods of correction are **unacceptable**.
- 2.5 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.6 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the County.
- 2.7 **FIRM PRICING:** Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the County with the services specified in the proposal. Upon acceptance, prices will be firm for the entire contract period unless otherwise specified.
- 2.8 Proposers are solely responsible for their own expenses in preparing, delivering or presenting a proposal.

3.0 TIME SCHEDULE:

3.1 The County will attempt to use the following time schedule that will result in selection of a proposer(s).

February 8, 2013 All written questions and inquiries are due.

February 18, 2013 Proposals due no later than 3:00 PM.

February 25, 2013 Posting of Recommendation. (Subject to change)

February 25, 2013 Recommend proposer(s) to the Finance Committee for approval.
(Subject to change)

3.2 The Committee may elect to conduct interviews as a part of its evaluation process. In this case, firms selected for interviews will be advised via facsimile of the time and place a minimum of five working days prior. Selected firms not present at this interview will not be considered for selection.

3.3 Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 AWARD:

4.1 The County reserves the right to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County.

4.2 Only additional terms or conditions necessary for clarification of proposal requirements will be evaluated or considered. After opening, the County may request such additional information as required to evaluate any or all proposals at its sole discretion. Proposals shall be evaluated by the selection committee based on all submitted information and pursuant to the criteria stated herein. The County may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to fulfill the requirements in accordance with the proposal documents to the County's satisfaction within the prescribed time.

4.3 The County reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications, a copy of the proposer's Peer Review or any other information the County may deem necessary.

4.4 The County reserves the right, prior to Committee approval, to cancel the RFP or portions thereof, without penalty.

4.5 The County reserves the right to further negotiate any proposal, including price, with the highest ranked proposer. If an agreement cannot be reached with the highest rated proposer, the County reserves the right to negotiate and recommend award to the next highest ranked proposer or subsequent proposers until an agreement is reached.

5.0 TERM OF CONTRACT:

The term of the contract shall be from date of award through December 31, 2018. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation has been acted upon by the Council. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

6.0 INTERPRETATIONS AND ADDENDA:

6.1 If the proposer should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he/she shall submit a written request directed to Dave Thomas, CPPO, CPPB, Purchasing Director for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by close of business 3:00 pm on February 28, 2013. Questions received after February 18, 2013 shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda by certified mail or facsimile to all parties recorded by the Purchasing Department as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be binding. Proposer shall acknowledge receipt of any addendum issued to this RFP (if any) by returning the completed form issued with the addendum.

6.2 No verbal or written information that is obtained other than by information in this document or by addendum to this RFP will be binding on the County.

7.0 LOBBYING:

Any proposer or any individuals that lobby on behalf of proposer will result in rejection disqualification of said proposal. Proposers shall refrain from any contact with Council members and staff or the Evaluation Committee regarding this proposal.

8.0 MINIMUM ELIGIBILITY REQUIREMENTS:

In order to be considered for evaluation, proposer:

8.1 Shall be licensed to practice public accounting within the State of South Carolina;

8.2 Shall be a member of the American Institute of Certified Public Accountants and the South Carolina Institute of Certified Public Accountants (SCACPA); and;

8.3 Shall have performed continuous CPA services in the government sector for a minimum of five (5) years.

9.0 SUBMISSION REQUIREMENTS:

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that six copies of the proposal be submitted with the original proposal.**

9.1 INTRODUCTORY LETTER: A narrative letter that profiles the background, experience and

qualifications of the Firm. Include a brief description of all lawsuits that are pending/filed against the local office of the proposer over the last three years and any disciplinary action taken against the proposer.

9.2 **QUALIFICATIONS AND EXPERIENCE OF STAFF:** Identify the audit team (partners, manager's, or seniors, supervisors, and staff) that will be responsible for providing the required audit services, and provide a detailed resume for each proposed team member. Also indicate the specific individual who will serve as the day-to-day contact and be responsible for the work product of the proposer. This individual must be available to attend meetings and respond to specific inquiries and calls with a 24 hour notice.

9.3 **SIMILARITY:** A listing for the past three (3) years of like/similar governmental audits that your firm performed under contract.

9.4 **WORKLOAD:** The current number of governmental accounts assigned and/or under contract (during the tenure of this contract).

9.5 **APPROACH TO THE AUDIT:** Clearly describe the approach that the proposer will use in providing the services described in Section 1.04, Scope of Services. Include a description of your procedures for ensuring quality control and the confidentiality of information obtained from clients.

9.6 **PRICING OF SERVICES:**

9.6.1 **Annual County Audit and Single Audit** - The proposer shall provide a firm fixed price for completing the annual County Audit and single audit of the financial statements of the County according to the following schedule:

<u>Fiscal Year Ending</u>	<u>Price</u>
June 30, 2013	\$ _____
June 30, 2014	\$ _____
June 30, 2015	\$ _____

9.6.2. **Additional Services** - It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing the additional services contemplated in Section 1.04., depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer. It is expected that the County will authorize additional services on an individual basis. The County will jointly determine with the proposer a not-to-exceed price for each project, using the contractually established rates.

ILLUSTRATIVE GUIDE FOR PROPOSING HOURLY PRICE FOR ADDITIONAL SERVICES				
<u>LEVEL</u>	EXPERIENCE	HOURLY BILLING RATE	<u>QUALIFICATIONS</u>	RESPONSIBILITIES/SPECIALTY
Staff				
Senior				
Manager				
Partner				

9.6.3 All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.

9.7 **PROOF OF INSURANCE**: Provide proof of your company’s insurance as required or submit a letter of your intention to have the required insurance within ten days of notification by the County.

9.8 **ADDITIONAL DATA**: Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is no additional information to present, state in this section "There is no additional information that we wish to present."

10.0 PROPOSAL EVALUATION PROCESS:

10.1 RFP’s are received and publicly opened. Only names of respondents are read at this time.

10.2 A Committee will convene, review and evaluate all proposals submitted based on the requirements set forth in the request for proposal. The criteria for ranking proposers is 1) experience of the firm on comparable government engagements; 2) professional qualifications of the firm and the principals performing the work; 3) ability of the firm to comply

with the scope of services and timetable provided;4) proposed fee schedule;and 5) other factors.

- 10.3 The Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 10.4 The Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 10.5 The Purchasing Department will prepare and submit an agenda item for the Finance Committee approval; the County Council will award or reject any or all proposal(s).
- 10.6 **EVALUATION OF PROPOSALS:** Proposals will be evaluated by various County representatives to ascertain which proposal best meets the needs of the County. **PLEASE NOTE THAT PROPOSALS WILL BE EVALUATED ON CONTENT, NOT BULK!**

Evaluation consideration will include but not be limited to the following:

- 10.6.1 Experience and past performance on comparable government engagements; references (0-25 points).
- 10.6.2 Knowledge, expertise and qualifications of the personnel assigned to this project (0-25).
- 10.6.3. Description of the methodology and approach to successfully perform this task; ability to furnish required services to best serve the needs of the Authority (0-20).
- 10.6.4 Proposed fee schedule and best value (0-20).
- 10.6.5 Other factors (0-10). Note: Other factors are details discovered while reading proposals, which could be positive or negative points.

Maximum points = 100

BEST VALUE: The Fee Proposal is important; however, it will not be the determining factor in the selection process. It is not the intent of the County to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

The County reserves the option to make a selection in a one or two step evaluation process. This means the County may select a firm from their written submittals (step one) or after a second step of evaluation, which may or may not include presentations. The County will select the vendor/firm found to be best suited to provide the needed materials and/or services.

11.0 REPLACEMENT OF PROPOSER'S STAFF:

- 11.1 All replacement personnel to be assigned to the County project are subject to written approval by the CFO.
- 11.2 Replacement personnel must have credentials equivalent, at least, to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the County for review. The County reserves the right to interview replacement personnel prior to approval by the CFO or designee.
- 11.3 The successful proposer will be responsible for the briefing of replacement personnel as to the status of the audit work to the Committee or CFO at no expense to the County.

12.0 CANCELLATION OF AWARD/TERMINATION:

- 12.1 In the event any of the provisions of this proposal is violated by the proposer(s), the Purchasing Department will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the County Administrator for immediate cancellation. Upon cancellation hereunder, the County may pursue any and all legal remedies as provided herein and by law.
- 12.2 The County reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the County will be relieved of all obligations under said contract. The County will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the County after the termination of the contract.
- 12.3 The awardee(s) will have the option to terminate the contract upon written notice to the Purchasing Director. Such notice must be received at least 30 days prior to the effective date of termination.
- 12.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

13.0 DEFAULT:

In the event that the awarded proposer(s) should breach this contract the County reserves the right to seek remedies in law and/or in equity.

14.0 LEGAL REQUIREMENTS:

- 14.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- 14.2 Proposer(s) doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with

regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

15.0 FEDERAL AND STATE TAX:

The County is not exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with the County will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County.

16.0 CONFLICT OF INTEREST:

All proposers must disclose the name of any officer, director, or agent who is also an employee of the County. All proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

17.0 PUBLIC RECORDS LAW:

All proposal documents or other materials submitted by all proposers in response to this RFP will be open for inspection by any person and in accordance with South Carolina Freedom of Information Act.

18.0 PERMITS, LICENSES AND FEES:

The proposer(s) will be responsible for obtaining any necessary permits, licenses, and give all notices necessary to comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the County.

19.0 PUBLIC ENTITY CRIMES:

19.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFP's on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

19.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

20.1 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the County.

20.2 The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the County.

21.0 SUB-CONTRACTS:

21.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the County.

22.0 AGREEMENT:

A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated term, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the County.

23.0 CONTRACT ADJUSTMENTS:

23.1 Notwithstanding anything to the contrary contained elsewhere herein, the County reserves the right to modify at any time the nature, method, scope, frequency or timing of the successful proposer's obligations under this contract ("Contract Adjustments") in whatever manner it determines to be reasonably necessary for the proper completion of the project. Both parties agree, that should any deletions or additions to the scope of work be made, the successful proposers compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the County and the successful proposer and, to the extent possible, by reference to the unit costs already established in the Proposal.

23.2 Notwithstanding the foregoing, the County shall have the right to terminate this Contract pursuant to the provisions herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.

23.3 Notwithstanding the foregoing, there shall be no adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, negligence, or other failure of the Contractor or its employees or agents or its subcontractors to perform its obligations and functions under this Contract.

24.0 DISCLOSURE OF INFORMATION:

24.1 The Proposer agrees that it will not, during or after the term of this Contract, disclose any proprietary information or confidential business information of the County, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of the County. Such confidential or proprietary information received by the successful proposer shall be used by it exclusively in connection with the performance of the Services.

24.2 The Proposer shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the successful proposer hereunder or

mentioning or implying the name of the County without the prior written consent of the County

25.0 ANTI-COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS OFFER WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature) _____

TITLE: _____

FEDERAL ID# or S.S. #: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

26.0 MEETINGS, STATUS REPORTS, AND TIMING OF WORK:

- 26.1 A pre-audit conference will be held, no later than one calendar month prior to the end of each Fiscal Year to be audited in order to discuss the scope and timing of the audits and any related consulting services desired.
- 26.2 The auditor may commence audit-related work, upon execution of the audit contract by the County Administrator. At any time during the audit period, the auditor may be required to meet with officials, to discuss the audit or related matters.
- 26.3 The auditor will provide written monthly progress reports commencing April 30th, on the status of each audit in progress. Such reports shall detail work accomplished to date, problems encountered which effect the audit’s progress, and recommendations for resolution of such problems.
- 26.4 A preliminary draft of the County’s Comprehensive Annual Financial Report, including a draft of the auditor’s letter of comments and recommendations, shall be submitted no later than November 1st following the fiscal year being audited, and the final report shall be submitted no later than October 31st, following the fiscal year being audited.

26.5 A post-audit conference will be held to review the Financial Statements and other reports, no later than one calendar month following submission of the final audit reports. The auditor may also be required to formally present the audit reports to the Beaufort County Council.

PART III CONTRACTUAL REQUIREMENTS

- 1.0 **EXCUSABLE DELAY**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 **OFFEROR'S QUALIFICATIONS**: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 **OFFEROR RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 **AFFIRMATIVE ACTION**: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the

Contractor to be the sole point of contact with regard to contractual matters.

- 7.0 **SUBCONTRACTING**: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 **OWNERSHIP OF MATERIAL**: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 **PAYMENT AND PERFORMANCE BOND**: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 **NONRESIDENT TAXPAYERS**: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
- 11.0 **BUSINESS LICENSE**: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 **ADDITIONAL ELIGIBILITY**: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 **INSURANCE REQUIREMENTS**: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:
- 13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any

applicable laws.

- 13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
 - 13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
 - 13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
 - 13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
 - 13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.
- 14.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 15.0 TERMINATION FOR DEFAULT:
- 15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
 - 15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

- 16.0 **TERMINATION FOR CONVENIENCE**: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

PART IV SPECIAL INSTRUCTIONS

- 1.0 **INTENT TO PERFORM**: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.
- 2.0 **RECEIPT OF PROPOSAL**: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal closing will be void, regardless of when they were mailed.
- 3.0 **PREPARATION OF PROPOSAL** (See section 2.3 for detailed instruction).
- 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
- 3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.
- 4.0 **AMENDMENTS**: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 **ADDITIONAL INFORMATION**: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

6.1 Determine in greater detail such offeror's qualifications.

6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.

6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.3.1 State the reasons for the action taken; and

14.3.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

PART V

NON-DISCRIMINATION STATEMENT

The bidder/proposer certifies that:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to Beaufort County or the performance of any contract resulting thereof;
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company for Beaufort County contracts, including those companies owned and controlled by socio-economic and racial minorities;
- 3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- 4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- 5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- 6) That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Name of Company

Authorized Representative Name

Signature

Title

Date

PART VI LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document _____, dated _____.

Company Name: _____ Principal Name: _____

Company Address: _____

Secretary of State Designation: (Corporation, Individual, Partnership, other) _____

Beaufort County Business License/Classification: _____

Tax Obligation Current:

Signature of Principal/Date: _____

Witness/Date: _____

Form 2.537.1 _____

COUNTY COUNCIL OF BEAUFORT COUNTY
Title VI Statement to Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Consultants and Consulting Firms, that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts.

It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Consultants and Consulting Firms, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their performance or selection and retention of any first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors.

In the event of non-compliance with nondiscrimination provisions of this contract, Beaufort County may cancel, terminate, or suspend the contract, in whole or in part.

Beaufort County Compliance Department
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843.255.2354 Telephone · 843.255.9437 Facsimile
E-mail: compliance@bcgov.net

PART VIII EXHIBITS A-D

RFP NO. 1315010130218

EXHIBIT A

PAGE _____ of _____

PERSONNEL STAFFING

STAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

- 1. _____
 (Name)

 (Title)

- 2. _____
 (Name)

 (Title)

- 3. _____
 (Name)

 (Title)

- 4. _____
 (Name)

 (Title)

- 5. _____
 (Name)

 (Title)

RFP NO. 1315010130218

EXHIBIT B

PAGE 1 of 3

PRICE PROPOSAL AND CERTIFICATION

The undersigned _____, having carefully examined the information

(Name of Offeror)

contained in the Beaufort County RFP Number #1315010130218 dated _____, 2013, proposes to provide _____ services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

In compliance with the Request for Proposal #1315010130218, and subject to all conditions thereof, the undersigned agrees:

- (a) This proposal, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- (b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES

NO

(IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

RFP NO. 1315010130218

EXHIBIT C

PAGE 2 of 3

This proposal is submitted for use in connection with and in response to Beaufort County RFP # 1315010130218. This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of _____, 2013, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: _____

BY: _____ DATE: _____
(Signature)

TYPE/PRINT: _____
(Name) (Title)

ADDRESS: _____
(Street Address and/or P. O. Box Number)

(City) (State) (Zip Code)

PHONE: () _____ FAX: () _____
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: _____

FEDERAL ID#: _____ S.C. TAX #: _____

RFP NO. 1315010130218

EXHIBIT D

PAGE 3 of 3

IS YOUR FIRM: 1. SOLE PROPRIETORSHIP YES NO
 2. PARTNERSHIP YES NO
 3. CORPORATION YES NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

 YES NO IF YES, SPECIFY: MBE WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? YES NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION: _____

PART IX SAMPLE CONTRACT

**STATE OF SOUTH CAROLINA CONTRACT FOR _____ SERVICES
FOR BEAUFORT COUNTY
COUNTY OF BEAUFORT**

(S A M P L E C O N T R A C T)

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 2013, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor"). This Agreement shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFP or IFB # _____ dated _____ (advertised in The Island Packet/Beaufort Gazette on _____), all Addendums and Contractor's Proposal or Bid dated _____.

W I T N E S S E T H :

WHEREAS, the Contractor and the County desire to enter into an agreement relating to _____ Services for Beaufort County, subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of this Agreement shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire agreement between the Contractor and County. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this

Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
DESCRIPTION**

The Contractor does hereby offer to the County services for the purpose of providing _____ as contained and described in RFP or IFB # _____ (including all Addendums).

**ARTICLE 2
LIABILITY**

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

**ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS**

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees.

**ARTICLE 4
ASSIGNMENT**

Contractor shall not assign any rights or duties of the professional services agreement without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

**ARTICLE 5
TERM**

The term of this Agreement shall be for a period of one (1) year starting on _____ and ending on _____.

**ARTICLE 6
COMPENSATION**

To be filled in with specific dollar amounts.

**ARTICLE 7
INSURANCE**

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFP or IFB # _____.

**ARTICLE 8
DEFAULT**

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

**ARTICLE 9
TERMINATION**

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. Upon such termination, the County shall pay the Contractor for all services performed hereunder up through the date of such termination.

**ARTICLE 10
RESPONSIBILITY**

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

**ARTICLE 11
FORCE MAJEURE**

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

**ARTICLE 12
SEVERABILITY**

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 13
INDEPENDENT CONTRACTOR**

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 14
NOTICE**

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County:	Beaufort County Administrator P. O. Drawer 1228 Beaufort, SC 29901-1228 Beaufort County Attn: Beaufort County Purchasing Director P. O. Drawer 1228 Beaufort, SC 29901-1228
Contractor:	To be filled in with specific information

**ARTICLE 15
TOTAL AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be

binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

BEAUFORT COUNTY, a political
sub-division of the State of South Carolina

By: _____
Name: Gary Kubic
Title: County Administrator
Address: P.O. Drawer 1228
Beaufort, SC 29901-1228
Phone: (843) 255-2026
Fax: (843) 255-9403
Date: _____

WITNESSES:

CONTRACTOR NAME

By: _____
Name:
Title:
Address:

Phone:
Fax:
Tax ID Number: _____
Date: _____