



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

**RFP: FIN-10
Financial Auditing Services FY17-FY18
DUE: Wednesday, April 26, 2017 @ 11:00am**

MAIL RFP RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

DELIVER RFP RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests proposals from qualified firms of licensed certified public accountants to provide Financial Auditing Services in accordance with the specifications and conditions contained in this RFP Package.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

B. INTRODUCTION & BACKGROUND

Founded in 1682, Colleton County serves a population of approximately 37,000 under a Council/Administrator form of government as provided in Title 14 of the 1962 Code of Laws of South Carolina as amended (Home Rule Act). The County's Fiscal Year is July 1 to June 30. Total governmental revenues for fiscal year 2016 were roughly \$48 million and expenditures were over \$46 million. The reporting entity includes all offices of elected County officials, including Clerk of Court, Probate Judge, Coroner, Auditor, Treasurer, Solicitor, and Sheriff, as well as the administrative offices of the County. The County has two discretely presented component units.

County Council is responsible for legally enacting the annual budgets for the General Fund, thirteen (13) Special Revenue funds, three (3) Debt Service funds and five (5) Capital Projects funds by the passing of an ordinance. Budgeted revenues, appropriations, and capital expenditure encumbrances are incorporated into the accounting system. The County currently maintains approximately 75 bank accounts that consist of both County Treasurer controlled and department controlled. The County maintains records for these and additional agency funds, as well as, the General Fund, various special revenue funds, capital projects funds, and debt service funds. A single audit is also required for the Federal Funds expenditures, which totaled \$1.4 million in FY16. With roughly fifty (50) departments, Colleton County employs approximately 522 full-time employees.

Colleton County uses the Smart Fusion accounting software by Harris Local Government for General Ledger, Payroll, Human Resources, Accounts Payable, Fixed Assets, and Purchasing. The Treasurer's Office uses Manatron software and is responsible for the collection, receipting, and recording of cash receipts and investments. The Finance Department is responsible for the processing of payroll, accounts payable, capital asset, and general ledger transactions.

Mauldin and Jenkin, LLC, performed the most recent audit covering the fiscal year ended June 30, 2016. The audit report dated December 16, 2016 was unqualified in all material respects.

C. SCOPE OF SERVICES

Colleton County is soliciting the services of a qualified firm of licensed certified public accountants to audit the County's financial statements. Under South Carolina law, Colleton County Council must provide for an independent annual audit of all financial records and transactions of the County to be made by a certified public accountant (or firm of such accountants), who has no personal interest, direct or indirect, in the fiscal affairs of the County government or its officers. It is the intention of the County to award this contract for one year with two (2) one-year renews if both parties are in agreement.

The audit shall include an examination of the financial statements of all funds and account groups of Colleton County. A copy of the County's Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2016 is available for review on the County's website at:

<http://www.colletoncounty.org/financial-reports>

The audit will cover fiscal year ending June 30, 2017. Additional work and/or special projects will be negotiated. If the auditor is unwilling to continue under the terms of the contract, the County may release them from its obligations. However, a six (6) months' notice by the auditor will be required and it will not be permitted to bid on the next contract. If the auditor fails to provide the required reports prior to December 24, 2017.

Colleton County has prepared a comprehensive annual financial report (CAFR) and has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for the fiscal years 2014 and 2015 and is currently awaiting the receipt of this award for the fiscal year ended June 30, 2016.

1. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this bid process, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. In regards to federal and state grants received by the County, the audit shall also be made in accordance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

2. REPORTS TO BE ISSUED

The following is a list of required reports that the auditor must prepare:

- Auditor's opinion on the County's financial statements
- Report on Internal Controls and Compliance Based on an Audit, which must be performed in accordance with *Government Auditing Standards*
- Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance)
- Schedule of Findings and Questioned Costs

3. SUBCONTRACTING

Firms anticipating subcontracting any portion of this engagement shall so state in their proposal and identify their proposed subcontractor(s). **Following the award of the audit contract, no additional subcontracting will be allowed without express prior written consent of the County.**

4. TIME REQUIREMENTS

A pre-audit conference will be held with the Finance department, the Treasurer's office and the successful firm to discuss the scope of the audit and the audit schedule. The start date for preliminary field work will be determined during this pre-audit conference: however, a preliminary trial balance can be requested in prior to the end of the fiscal year to allow the firm to setup their files. Colleton County will plan to have records ready for the formal audit during October 2017.

A tentative schedule for the 2017 fiscal year audit is requested as part of the response to the proposal. A similar time schedule will be developed for audits of future fiscal years, if Colleton County exercises its option for additional audits. All aspects of the audit must be concluded prior to December 24, 2017.

5. ASSISTANCE TO BE PROVIDED BY COLLETON COUNTY

During the audit, the auditor may be required to meet with elected officials, the County Administrator, the Finance Director, and/or other County staff to discuss the audit or related matters.

The auditor's principal contact for Colleton County will be Jon Carpenter, Finance Director or a designated representative, who will coordinate the assistance to be provided by Colleton County to the auditor.

Colleton County will provide the auditor with reasonable workspace, desks, and chairs. The auditor will also be provided access to the County's accounting software with inquire-only privileges, the internet, a telephone line, office equipment for copying, printing, scanning, and faxing and various financial records.

D. SUBMITTALS

- A. **Qualifications:** Include a thorough summary of the auditor's qualifications to perform the work required, including but not limited to the following. Attach as **Schedule A:**
- **Independence, Quality Control and Nondiscrimination:** Affirm that the auditor meets the latest revision of the independence standards of the American Institute of Certified Public Accountants and the Government Auditing Standards, published by the U.S. General Accounting Office. In particular, auditors must consider the following:
 - Auditor must ensure that they conduct their audits objectively and can report their findings, opinions, and conclusions objectively. Auditor must be free from personal and external impairments to independence, should be organizationally independent, and should maintain an independent attitude and appearance. Auditor must maintain their independence so that opinions, conclusions, judgments, and recommendations will be impartial and will be viewed as impartial by knowledgeable third parties.
 - Auditor must explain whether there is anything about their situations that might lead others to question their independence.

- The auditor is responsible for having policies and procedures in place to help determine if their personnel have any personal impairment. Managers and supervisors need to be alert for personal impairments of their staff members. Auditors are responsible for notifying the County if they have any personal impairment. These impairments apply to individual auditors, and to the auditor. Personal impairments may include, but are not limited to, the following:
 - Official, professional, personal, or financial relationships that might cause an auditor to limit the extent of the inquiry, to limit disclosure, or to weaken or slant audit findings in any way;
 - Preconceived ideas toward individuals, groups, organizations, or objectives of a particular program that could bias the audit;
 - Previous responsibility for decision-making or managing an entity that would affect current operations of the County;
 - Biases, including those induced by political or social convictions that result from employment in, or loyalty to, a particular group, organization, or level of government;
 - Subsequent performance of an audit by the same individual who, for example, had previously approved invoices, payrolls, claims, and other proposed payments of the County; concurrent or subsequent performance of an audit by the same individual who maintained the County official accounting records; and
 - A financial interest that is direct or is substantial though indirect, in the County.
- The auditor must include a description of the firm’s peer review program.
- External peer review program results received in the last three (3) years.
- Affirmation that the auditor does not have a record of substandard audit work or has not been suspended or debarred from performing audits.
- Disciplinary actions registered against auditor and results during the past three (3) years.
- Affirm that the auditor does not discriminate in employment of persons upon the basis of race, color, creed, national origin, sex, age, or physical handicap.
- **Personnel Qualifications of Partners and Staff**
Please provide information on personnel to be used on the projects, their qualifications, and past experience with similar projects to include:
 - Identify the partners, audit managers, field supervisors, and other staff who will work on the audit, including staff from other than the main office.
 - Describe any additional continuing professional education in governmental accounting and auditing during the last three (3) years for each staff member listed.
 - Verify that the auditor meets the continuing education and external quality control review requirements contained in the Government Auditing Standards, published by the U.S. General Accounting Office.
 - Affirm that the auditor is a properly licensed Certified Public Accountant.
 - Describe any additional license or certifications attained.
 - Include policies regarding notification of changes in key personnel.
- B. **Experience & References:** A detailed description of the general experience of the firm and examples of specific experience on projects of similar scope. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Technical Expertise section for the Evaluation Criteria. Please provide the following information and Attach as **Schedule B**:
 - A comprehensive list of South Carolina Counties completed within the last three (3) years involving your firm.

- A comprehensive list of other local governments and fund accounting entities
 - The auditor's experience auditing programs wholly or partially financed by the Federal or State Government funds:
 - For audits completed in accordance with the Single Audit Act, the auditor shall examine the financial systems and records as they relate to the various federal grants agreements and shall issue reports on internal and administrative control and on compliance with federal and state laws and regulations as required by generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants (AICPA).
 - Prior review experience of CAFR for the Governmental Finance Officers Association (GFOA):
- C. **Description of Services:** A detailed description of how the project is to be approached and completed. Address all items requested in the Scope of Services section. The response to the proposal should clearly state an understanding of the work to be performed. Appropriateness and adequacy of proposed procedures will be considered. Attach as **Schedule C**.
- D. **Proposed Schedule:** Provide a preliminary schedule to complete the required work including a proposed schedule to meet the deadline of December 24, 2017. Attach as **Schedule D**.
- E. **Compensation:** Provide an all-inclusive fixed fee for conduct of the audit for the current fiscal year and two consecutive following years should the County and selected firm renew the agreement. This fee must include the issuance of the financial report, the management letter, report presentation to council and all other required services and related expenses. Include a description of any additional services that may be included in the fixed fee under a contract with the County. Provide a description of services and the average hourly rate for services that may be required by the County and would be considered outside the scope of and not included in the fixed fee for the audit. Attach as **Schedule E**.
- F. **Insurance:** Attach as **Schedule F**, a statement that the undersigned will comply with the insurance requirements stated in General Information.

E. INSTRUCTIONS TO FIRM

1. Submittal must include four (4) copies, with one (1) clearly marked as original containing all original documents of the required response to the Request for Proposals (RFP) and
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the firm's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The firm must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.

6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.

Questions regarding this proposal must be submitted via email to Jon Carpenter, Colleton County Finance Director at jcarpenter@colletoncounty.org no later than **1:00pm EST on Tuesday, April 11, 2017**. Answers to all questions will be posted on the County website as addendums to this proposal.

A "No Response" qualifies as a response, however it is the responsibility of the Offeror to notify the Procurement Office if you receive solicitations that do not apply.

F. SELECTION CRITERIA

The Colleton County selection committee will evaluate each proposal on the following criteria:

- **Technical Expertise of Firm:**
 - Audits of South Carolina Counties (during most recent three years) – 20 points
 - Audits of other local governments and fund accounting entities (during most recent three years) – 15 points
- **Qualifications of Firm and Staff:**
 - Firm independence and peer review - 10 points
 - Education (including any applicable continuing education courses taken over the previous 3 years which are related to the services requested) of audit manager and audit staff – 10 points
- **Project Description and Schedule:**
 - Organization and approach to the audit (includes estimated time to complete audit and estimated time allocated to each major segment and assigned staff – 25 points
- **Compensation:**
 - Fixed Fee for the audit – 15 points
 - Hourly rate for additional services (average) – 5 points

Based on these evaluations, the selection committee will rank the qualified vendors. Upon determination of the final rank by the selection committee, a written recommendation will be sent to the Purchasing Department with final approval by Colleton County Council.

G. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. **DEBARMENT:** By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. **DEFAULT:** In case of default by the vendor, the County reserves the right to purchase any or all items in default in the open market, charging the vendor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting vendor will be considered in future RFP's until the assessed charge has been satisfied.
11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.

12. CANCELLATION: In the event that this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful vendor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful vendor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Capital Projects & Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

H. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the vendor, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the vendor, the County may annul the contract or any part thereof if the vendor fails to resolve the matter within thirty (30) days of written notice.
2. RESPONSIBILITY: The vendor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
3. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-

appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

4. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the vendor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

The Vendor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the vendor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to the vendor's employees and any person, directly or indirectly employed by the vendor, the County's employees, or occurring to any member of the public. When the County submits notice, vendor shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Vendor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful VENDOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

5. **FORCE MAJEURE:** The vendor shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the vendor. 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 vendor. If the failure to perform is caused by default of a supplier, and if such default arises out of causes beyond the control of both the vendor and supplier and without excess costs for failure to perform, unless the supplies or services to be furnished by the supplier were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule.
6. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the vendor and any supplier.
7. **PUBLICITY RELEASES:** Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The vendor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The vendor also agrees

not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.

8. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
9. **ASSIGNMENT:** The vendor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The vendor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
10. **AFFIRMATIVE ACTION:** The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
12. **TERMINATION OF CONTRACT:**
 1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the vendor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
 - c. The County shall be obligated to reimburse the vendor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
 2. **Non-Appropriations Clause:** Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Vendor,

the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

13. GOVERNING LAWS: Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
14. BONDS: Payment and Performance Bonds are not required for this request for proposal.
15. PURCHASING CARD: By submitting a proposal, vendor agrees to accept payment by the Colleton County Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows county agencies to make authorized purchases from a vendor, in conjunction with a purchase order.
16. 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.
17. TYPE OF CONTRACT: It is the intention of the County to award this contract for one year with two (2) one-year renewals if both parties are in agreement. **Proposal prices shall remain firm for the entire term of the contract.**
18. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Workers' Compensation - \$100,000 – each accident
Statutory Coverage and Employer's - \$100,000 each employee
Liability - \$500,000 – policy limit
Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence
\$1,000,000 – bodily injury aggregate
\$1,000,000 – property damage each occurrence
\$1,000,000 – property damage aggregate
Products – Completed Operations - \$1,000,000 – aggregate
Business Auto Liability – Same as Comprehensive General Liability
Excess or Umbrella Liability - \$1,000,000
Colleton County will be named as an “additional insured”

Remainder of this page intentionally left blank

SCHEDULE A
QUALIFICATIONS
SEE ATTACHED

SCHEDULE B
EXPERIENCE & REFERENCES
SEE ATTACHED

SCHEDULE C
DESCRIPTION OF SERVICES
SEE ATTACHED

SCHEDULE D
PROPOSED SCHEDULE
SEE ATTACHED

SCHEDULE E
COMPENSATION
SEE ATTACHED

SCHEDULE F
INSURANCE COVERAGE
SEE ATTACHED

RFP: FIN-10
FINANCIAL AUDITING SERVICES FY17-FY18

This form must be returned with proposal response



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 7/28/06)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
_____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

(Name - Please Print)

33231010



RFP: FIN-10

FINANCIAL AUDITING SERVICES FY17-FY18

CERTIFICATE OF FAMILIARITY

This form must be returned with proposal response

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

1. Firm name: _____

Address: _____

2. Telephone No. _____

3. Type of Entity: (check one) Individual ___ Partnership ___ Corporation ___ LLC ___

Other ___

4. License No. (if any) _____

Class: _____

Name of license holder _____

D-U-N-S Number _____

5. Have you or any of your principals ever been licensed under a different name or different license number? _____ Response must include information pertaining to principals' association outside of the firm. If yes, give name and license number:

6. Names and titles of all principals of the firm:

7. Number of years in the industry: _____

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____ If the answer is "Yes," give dates, names and address of surety and details.

9. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? _____ Response must include information pertaining to principals' association outside of the firm. If yes, explain:

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____ If yes, provide name of public agency and details of the dispute.

11. Have you or any of your principals ever failed to complete a contract in the last three (3) years? _____ Response must include information pertaining to principals' association outside of the firm. If so, give details.

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the County? _____ If so, please elaborate.

13. List of References: Contracts of similar nature within the last three (3) years. County has discretion to require three (3) references.

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

14. Where is your nearest office to Colleton County, South Carolina?

15. Name(s) and bios of person(s) who will serve as our contact.

16. How many employees are in your company? _____

17. Name, phone number and email for person who will be the main contact for any questions arising from this RFP.

Name: _____

Phone number: _____

Email: _____

Remainder of this page intentionally left blank



RFP: FIN-10
FINANCIAL AUDITING SERVICES FY17-FY18
ADDENDA ACKNOWLEDGMENT

This form must be returned with proposal response

The vendor has examined and carefully studied the Request for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements or pricing.



RFP: FIN-10
FINANCIAL AUDITING SERVICES FY17-FY18
INDEMNIFICATION

This form must be returned with proposal response

The Bidder / Proposer will indemnify and hold harmless the Owner, Colleton County and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder / Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Colleton County or any of their agents and / or employees by an employee of the Bidder / Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder / Proposer under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder / Proposer under this paragraph shall not extend to the liability of Colleton County or its agents and / or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

BIDDER/PROPOSER: _____

BY: _____

DATE: _____

TELEPHONE NO.: _____



RFP: FIN-10
FINANCIAL AUDITING SERVICES FY17-FY18
CERTIFICATE OF FAMILIARITY

This form must be returned with proposal response

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MAILING ADDRESS

Mailing Address

Printed Name

City, State, Zip

Title

Date

Phone number/Fax number

REMITTANCE ADDRESS

Company Name

Authorized Signature

Address

Email Address

City, State, Zip

Phone Number

Federal Tax ID Number

SC Sales Tax Number



RFP: FIN-10
FINANCIAL AUDITING SERVICES FY17-FY18
MINORITY BUSINESS CERTIFICATE

This form must be returned with proposal response

Are you a minority business?

▶ **Yes** ____ (Women-owner ____/ ____ Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ **No** ____

MAILING ADDRESS

Mailing Address

Printed Name

City, State, Zip

Title

Date

Phone Number/Fax Number

REMITTANCE ADDRESS

Company Name

Authorized Signature

Address

Email Address

City, State, Zip

Phone Number

Federal Tax ID Number

SC Sales Tax Number



RFP: FIN-10
FINANCIAL AUDITING SERVICES FY17-FY18
DEBARMENT

This form must be returned with proposal response

The vendor is certifying that they are not currently debarred from responding to any request for qualifications by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting qualifications on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.

SAM's No. _____

Cage Code. _____

DUN's No. _____

Authorized Representative(Signature)

Date

Authorized Representative/Title (Print)



RFP: FIN-10

FINANCIAL AUDITING SERVICES FY17-FY18

"NO RESPONSE" FORM

This form must be returned with proposal response

To submit a **"No Response"** for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Please check statement(s) applicable to your "No Bid" response --

- Specifications are restrictive
- Specifications are ambiguous (specify below in Comments section)
- We are unable to meet specifications
- We are unable to meet lease requirements
- We are unable to meet insurance requirements
- We do not offer this product or service
- Remove us from your vendor list for this commodity/service
- Other (specify below in the Comments section)

Comments _____

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Phone number / Fax number

SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement for Consultant Services to Provide Financial Auditing Services** (the “Agreement”) has been made and entered into this ____ day of _____, 2017, by and between Colleton County, South Carolina (the “County”), and _____ (“Company”).

WHEREAS, the County issued a Request for Proposals (the “RFP”), advertised on _____, _____, 2017 for a company to provide Financial Auditing Services; and,

WHEREAS, the Company appears to have complied with all requirements set forth in the RFP and was the apparent successful proposer; and,

WHEREAS, the County desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of South Carolina, to provide the services sought by the RFP; and,

WHEREAS, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Performance by Company.

The Company shall fully perform and execute all of the work necessary to complete the services for the County, in the manner requested by the County, as outlined in the RFP, the proposal of the Company, and in accordance with the specifications attached hereto as **Exhibit A** (the “Specifications”) and hereby incorporated herein by reference (the “Work”).

2. General Conditions.

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and hereby incorporated herein by reference (the “General Conditions”).

3. Contract Documents.

The General Conditions, the RFP, the proposal of the Company, this Agreement, the Scope of Services, and all exhibits, shall collectively constitute the “Contract Documents.”

4. Commencement and Term of Agreement.

a. *Term of Agreement.*

The term of this Agreement shall be for a period of _____, commencing on _____ and terminating on _____.

Investigation by Company Prior to Submission of Proposal.

The Company represents that it has analyzed the Contract Documents and investigated the conditions for the Work, all to the Company’s satisfaction, prior to submitting its proposal and any delays or damages caused by terms or adverse conditions which were capable of being identified prior to the submission of the Company’s proposal shall be at the sole risk of the Company.

5. Payment by County.

The County shall pay THE CONSULTANT the fees as set forth below:

Insert agreed upon payment information here.

6. Authority to Act.

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in goodstanding in the State of South Carolina and that _____, whose title is _____, is authorized to act for and bind the entity to this Agreement.

IN WITNESS OF THIS AGREEMENT, The Company and the County have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

COLLETON COUNTY, SOUTH CAROLINA

By: _____
Name

Title:

COMPANY

(Name of Corporation or Entity)

By: _____
Name

Title:

EXHIBIT A
SPECIFICATIONS

1. In General
The Company agrees:
 - a. To deliver high quality Consultant services that can be audited against established standards.
 - b. To deliver Consultant services in a cost-effective manner with reporting and accountability to the County.
 - c. To provide Consultant services at full staffing using only certified and professionally trained personnel.
 - d. To maintain an open and cooperative relationship with the administration and staff of the County.
 - e. To maintain complete and accurate records.
2. Services to be Provided by Company
[Insert Services here. These are to be determined by the County.]
3. Deliverables
[Insert Deliverables here. These are to be determined by the County.]
4. Other Matters
 - a. In addition to any meetings set forth in the Contract Documents, the Company shall regularly meet with County-designated personnel or representatives as deemed necessary by the County.
 - b. The Company shall provide all services described herein in accordance with all appropriate state and federal laws and regulations.
 - c. The Company shall safeguard any confidential information received as a result of or pursuant to the Contract Documents to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the County. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in any applicable federal or South Carolina state law.

EXHIBIT B

GENERAL CONDITIONS

1. County’s Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.

2. County’s Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including County’s expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.

3. Supervision. The Company shall supervise and direct the Work, using the Company’s best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company’s employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

4. Labor and Materials.

4.1 The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

4.2 The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the County. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The County shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The County shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual

1.3 The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

5. Warranty. The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

6. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, consultant or otherwise on any obligation to the County. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

7. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

8. Laws and Notices.

8.1 The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

1.2 If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

9. Limitation on Liability, Release, and Indemnification.

9.1 The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

9.2 The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

9.3 The Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

9.4 Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

9.5 All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.

10. Enforcement. The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

11. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venture of the County. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the County for any purpose.

12. Sub contractual Relations

12.2 Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

12.3 If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.

12.4 Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the County's authorization of Company's agreement with Subcontractor, County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.

12.5 By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

13. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

14. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

15. Termination by the County for Cause

15.1 If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.

15.2 When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

15.3 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.

16. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

17. Termination by the County for Non-Appropriation. The Company hereto agrees that payments due from the County, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the County may terminate the Contract Documents in whole or in part without further obligation to the Company.

18. Termination by the County for Convenience.

18.1 The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.

18.2 Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:

18.2.1 cease operations as directed by the County in the notice;

18.2.2 take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

18.2.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

18.3 In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

19. Obligations upon Expiration or Earlier Termination.

19.1 Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

19.1.1 Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

19.1.2 Deliver to the County, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

19.1.3 Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.

19.1.4 Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

19.1.5 Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

20. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

20.1 General Liability Insurance:

20.1.1. Limits of Liability: \$1,000,000 in the aggregate, \$1,000,000 Each Occurrence Limit, \$1,000,000 Products and Completed Operations, \$1,000,000 Personal and Advertising Injury, \$50,000 Fire Damage Limit and \$5,000 Medical Expense Limit.

20.1.2. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured's, joint liability, and broad form property damage (including completed operations).

20.2. Business Commercial Automobile Liability:

20.2.1 Limits of Liability: \$1,000,000 Combined Single Limit, \$1,000,000 Each Occurrence Limit and \$5,000 Medical Expense Limit.

20.3. Workers' Compensation and County's' Liability Insurance:

20.3.1. Limits of Liability: Workers' Compensation - Statutory Limits. County's' Liability - Statutory Limits.

20.3.2. Other States' coverage and South Carolina endorsement.

20.4. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

20.5 Each policy and Certificate of Insurance shall contain an endorsement naming the County as additional insured party thereunder; and a provision that at least thirty (30) days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage is reduced.

20.6. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

20.7 The County reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.

20.8 If the Company fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.

20.9 The Company shall include all subcontractors as insured under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

20.10 It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.

21. No Waiver of Breach. No failure by either the County or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

22. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

23. Mediation.

23.1 If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.

23.2 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

23.3 The Company shall carry on the Work during all claims, disputes or disagreements with the County. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the County.

24. No Liens. South Carolina law provides that no lien may be attached to public property.

25. Notice to Company and the County. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:

Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
Attn: Procurement Manager

If to Company, addressed to:

Attn: _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

26. Compliance with the Immigration Reform and Control Act. The Company shall, at all times during the term of the Agreement, be in full compliance with the requirements set forth in Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended. The Company shall, at all times during the term of the Agreement, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees. The Company shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company's failure to strictly comply with IRCA or Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended.

27. Undue Influence. Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.

28. Unavoidable Delay - Force Majeure If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or

other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

29. Compensation General Terms and Conditions.

29.1 Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

29.2 The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

30. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

31. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

32. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Colleton County, South Carolina. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS, WHEREOF, the parties have executed these General Conditions as of the date first written above.

COLLETON COUNTY, SOUTH CAROLINA

By: _____
Name

Title

COMPANY

(Name of Corporation or Entity)

By: _____
Name

Title