



Procurement Office
PO Box 157
Walterboro, SC 29488
843.782.0504

REQUEST FOR PROPOSALS

FIN-08 Financial Auditing Services FY14-15

RFP DUE: Tuesday, April 22, 2014 at 11:00am

MAIL RFP TO:

Procurement Office
Attn: Kaye B Syfrett
PO Box 157
Walterboro, SC 29488

HAND DELIVER RFP TO:

Procurement Office
Harrelson Building,
31 Klein Street, Room 208
Walterboro, SC 29488

FINANCIAL AUDITING SERVICES

Inquiries - All inquiries concerning this proposal shall be addressed to the Procurement Office. **Contact with other departments or County representatives without written permission of the Procurement Manager will render your proposal void.**

An **original and three (3) bound copies** of your proposal shall be submitted by the due date above. **Outside of package must be clearly marked with RFP number and project description above.**

If downloading this solicitation from our website, it is the responsibility of the Proposer to email our office at ksyfrett@colletoncounty.org to be registered as a potential proposer to receive any subsequent amendments.

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SECTION 1 GENERAL INFORMATION & INSTRUCTIONS

1) DEFINITIONS:

- a) Colleton County hereinafter will be referred to as “County.”
- b) “Proposer” shall be any entity or individual submitting a proposal for the pending solicitation.
- c) All references to days in this solicitation mean calendar days, unless otherwise stated.
- d) All references to “shall,” “must,” and “will” are to be interpreted as mandatory language.
- e) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP.”
- f) “Successful Proposer” shall be the successful Proposer with whom the Engagement Letter for Audit Services is signed and legally approved by the Colleton County Council.

2) PURPOSE

- a) The County seeks proposals from qualified organizations to provide Financial Auditing Services in accordance with the specifications and conditions contained in this RFP Package.
- b) This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

3) INSTRUCTIONS

- a) The Proposer shall submit four (4) sealed proposals, one clearly marked as “Original”, and three (3) copies, enclosed and secured in an envelope/package. The Proposer shall clearly mark and display the Proposer’s name and address, the RFP number and the project identification on outside of envelope/package. Colleton County **shall not** be responsible for unidentified proposals. Proposals shall be addressed to:

Kaye Syfrett, Procurement Manager
Colleton County Government
31 Klein Street Room 208
Walterboro, SC 29488

Hand delivered proposals should be delivered to the same above-referenced address.

- b) The Proposer shall submit the proposal to the Colleton County Procurement Office no later than **April 22, 2014 at 11:00AM** at which time all proposals will be opened and **only the names of the Proposers will be announced**. Proposals received later than the deadline will not be considered and will be returned unopened. Proposers mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Colleton County is not responsible for proposals delayed by mail and delivery services.
- c) Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
- d) The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
- e) **All prospective Proposers should review the RFP document and all Attachments. Email questions and/or requests for additional information to Dennis E. Averkin, Administrative Services Director/CFO at daverkin@colletoncounty.org by April 15, 2014 at 1:00PM EST.**

- f) It is the intent and purpose of the County that this solicitation promote fair competition. It shall be the Proposer's responsibility to advise the Procurement Manager, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Procurement Manager at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the CFO.
- g) Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify Colleton County of any conflicts, errors, or discrepancies.
- h) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
- i) Failure to submit all required information may be determined as a non-responsive proposal.
- j) Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
 - i) Appropriate mistakes discovered by the Proposer before proposal opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for proposal opening.
 - ii) After opening, no changes in prices or other provisions of proposals prejudicial to the interest of the County shall be permitted.
 - iii) Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Manager.
- k) The Proposer shall follow the following directions for proposal preparation:
 - i) All proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the 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.
 - ii) Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
 - iii) The Proposer must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
 - iv) The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).
 - v) The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS numbers, the Social Security Number of the individual issuing the proposal).
 - vi) The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this

information as a separate appendix to the proposal.

vii) The Proposer shall clearly write in ink or type-write all prices and quotations

viii) A person duly authorized to legally bind the Proposer shall execute all required documents in ink.

ix) Each copy of the proposal should be bound in a single volume where practical.

l) A Request for Proposals may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Procurement Manager.

m) Verbal comments or discussions by County personnel relative to this solicitation shall not be binding on the County.

4) EVALUATION AND AWARD CRITERIA

a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations.

b) AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria set forth in **Exhibit A** attached hereto. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The County may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, and the time specified in the proposal for the performance of the contract, ability to provide support, overall cost, and the Proposer's references. **The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.** The Evaluation Team will make their recommendation to the full County Council, if applicable. The County Council has the right to accept or refuse the Evaluation Team's recommendation.

c) NOTICE OF AWARD

If awarded, the Notice of Award will be posted on the County's website at:

<http://www.colletoncounty.org/bids-and-proposal-requests>

5) PRELIMINARY MATTERS

a) EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Engagement Letter and such other required Contract Documents to the County within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS.

When the Successful Proposer delivers the executed Agreement to the County, the Successful Proposer shall also deliver to the County such Certificates of Insurance as may be required.

6) GENERAL INFORMATION AND REQUIREMENTS

a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all Federal, State and County

requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

b) **AMBIGUOUS OFFERS.**

Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.

c) **EXPLANATION TO PROSPECTIVE PROPOSERS.**

i) Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.

ii) Any prospective Proposer desiring an explanation or interpretation of the RFP, shall request in writing, five (5) days prior to proposal receipt date, which will allow a reply to reach all prospective Proposers before submission of their proposal.

iii) Oral explanations and/or instructions given before the award of the contract shall not be binding. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

d) **AMENDMENTS.**

All amendments to and interpretations of this solicitation shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, scanned email, or fax to the Procurement Manager.

e) **DISCUSSIONS.**

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award of contract, Proposer shall not discuss this procurement with any party except the Procurement Manager. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Procurement Manager.

f) **AWARDING POLICY.**

i) The award of the contract shall be made in accordance with provisions of the Code of Ordinances of Colleton County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the County based on the criteria discussed above. However, the County reserves the right to reject any and all proposals received, and in all cases, the County shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

ii) If awarded, this contract will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of Colleton County (see Section 5 "Selection Process and Criteria"). Colleton County will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The document that will form the contract shall include this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

g) **REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.**

i) The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's own best interest.

- ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made pursuant to this RFP.
 - iii) In all cases, the County shall be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements to solicitations made pursuant to this RFP.
 - iv) The County may reject any proposal that fails to conform to the essential requirements of the RFP.
 - v) The County may reject any proposal that does not conform to the applicable *specifications* unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.
 - vi) The County may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
 - vii) The County may reject a proposal when the Proposer imposes conditions that would modify requirements of the invitation or limit the Proposer's liability to the County, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the County may reject proposals in which the Proposer:
 - (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;
 - (2) Fails to state a fee schedule, if one is required.
 - viii) A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
 - ix) Any proposal may be rejected if the Procurement Manager determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
 - x) Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
 - xi) Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason determination is made.
 - xii) The Procurement Manager must reject Proposals received from entities determined to be non-responsible.
 - xiii) The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFP.
- h) After submitting a proposal, if all of a Proposer's assets or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the Procurement Manager shall reject the proposal unless merger, operation of law or other means not barred by law effects the transfer.
- i) **COMPLETE DOCUMENTS.**
- All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.
- j) **CONTRACT ADMINISTRATION.**
- Questions or problems arising after award of this contract shall be directed to the Procurement Manager by calling 843-549-5221. Copies of all correspondence concerning this contract shall be sent to the Procurement Manager, 31 Klein Street, Walterboro SC 29488. All change orders must be authorized in writing by the Procurement Manager. Colleton County shall not be bound to any change in the

original purchase order or contract without prior written approval of the Procurement Manager.

k) COVENANT AGAINST CONTINGENT FEES.

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

l) DEFAULT.

In case of default by the Successful Proposer, the County reserves the right to purchase any or all services in open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied.

m) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its 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 Proposer. Neither this provision, the agreement, the County's authorization of Proposer'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.

Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Proposer's violation of this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity for cure. In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

n) INSURANCE REQUIREMENTS

The Successful Proposer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the Successful Proposer, his agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

Professional Liability

Minimum limits are \$1,000,000 per occurrence.

Insurance Coverage Provisions

- i) All deductibles or self-insured retention shall appear on the certificate(s).
- ii) Colleton County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- iii) The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- iv) Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- v) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
- vi) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers
- viii) The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

- ix) The Successful Proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- x) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

o) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the County. This RFP package, the negotiated results documented in writing, and the winning Proposer's proposal shall constitute the entire agreement.

p) STATEMENT OF COMPLIANCE AND ASSURANCES.

- i) Proposers to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and County ordinances.
- ii) Proposers shall be required to provide with each proposal, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.
- iii) A statement of Assurance, Compliance and Non-collusion, a copy of which is attached hereto as **Exhibit B**, along with other statements and certifications shall be provided to Proposers and be part of each solicitation and shall be part of this agreement.

q) DRUG FREE WORKPLACE ACT.

It is the intent of the County to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. Proposers shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act, a copy of which is attached hereto as **Exhibit C**. Failure to comply with this requirement shall result in rejection of a proposal.

r) EXAMINATION OF RECORDS.

The Colleton County Administrator or his duly authorized representative(s), and/or duly authorized representative from the Procurement Office shall until three (3) years after final payment under the agreement resulting from this RFP, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

s) FAILURE TO SUBMIT PROPOSAL.

Recipients of this solicitation not responding with a proposal should return the "No Proposal" form attached as **Exhibit D** hereto. If a recipient does not submit a proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they shall be removed from the applicable Proposer list.

v) NON-APPROPRIATION

In case of non-appropriation of funds from the County, the federal government or otherwise, the County may terminate the Contractor Agreement in whole or in part without further obligation to the Proposer.

w) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform the agreement resulting

from this RFP arises out of causes beyond the control and without fault or negligence of the Proposer, including an act of God, earthquake, flood, cyclone or other cataclysmic phenomenon of nature, a rain, windstorm, high water or other natural phenomenon of unusual intensity for the locality where the Work is to be performed, but which might reasonably have been anticipated from historical records of the general locality shall not be construed as an act of God, the act of the public enemy, fire, explosion, perils of the sea, war, riot, sabotage, acts of governmental authorities, embargo, or any other circumstances of like or different character beyond the reasonable control of the Proposer, or by interruption or delay in transportation, labor trouble of a supplier from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede or compliance with any order or request of any governmental officer, department, agency or committee. Provided; however, that any failure which the Proposer intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by the County if the Proposer has given the County written notice of intention to rely upon such act within ten (10) Calendar Days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer and any additional time necessary shall be fixed by the County, which determination shall be final.

x) **IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.**

i) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Procurement Manager is hereby prohibited. Violation of this provision may result in suspension or debarment.

ii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

y) **INDEMNIFICATION.**

Proposer shall indemnify, defend and hold harmless the County, its employees, council members, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Proposer or anyone acting under its direction or control or in its behalf in the course of its performance under the agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Proposer or an agent of the Proposer or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and any suit asserting a claim for any loss, damage or liability specified above, and Proposer shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

z) PROPOSER'S QUALIFICATIONS.

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the County are financially responsible and able to show evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the agreement. County may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County all such information and data as the County may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to use. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

aa) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this solicitation or agreement.

bb) PUBLICITY RELEASES.

Proposer 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 Proposer shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The Proposer also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator.

cc) SEVERABILITY.

If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

dd) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT.

The form attached as **Exhibit E** must be completed by any Proposers that do not have a business that resides in South Carolina.

ee) ILLEGAL IMMIGRATION REFORM ACT.

By submittal of this proposal, the Proposer is hereby certifying that the Proposer is in compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, or that this law is inapplicable to the Proposer and the Proposer's subcontractors. An overview of this law is available at

www.procurementlaw.sc.gov/immigration. The Successful Proposer shall be in full compliance with the requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Successful Proposer agrees to provide to the County any documentation required to establish either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the Successful Proposer or any subcontractor or sub-subcontractor of the Successful Proposer; or (b) the Successful Proposer and any subcontractor or sub-subcontractor of the Successful Proposer is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The Successful Proposer will, at all times during the Term, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Successful Proposer shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Successful Proposer's failure to strictly comply with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

ff) SOUTH CAROLINA 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 the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina 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 the State.

gg) CONFIDENTIAL INFORMATION.

The County will mark as "**Confidential**" any information which the County considers to be proprietary, confidential information (the "County's Confidential Information"). The County's Confidential Information which may be as part of this RFP, or otherwise provided as a part of the procurement process, is the property of the County. Without the prior written consent of the County, the Proposer will not, at any time, use, publish, sell, deliver or otherwise disclose the County's Confidential Information to any third party or for the benefit of anyone other than the County. The Proposer will promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County's Confidential Information. The County's Confidential Information is and shall continue to be the exclusive property of the County. Immediately upon the Award, the Proposer, if not the Successful Proposer, shall deliver to the County or certify the destruction or permanent deletion of all the County's Confidential Information and all copies of the County's Confidential Information, in any media or format, then in its actual or constructive possession or control and the Proposer shall cease using any of the County's Confidential Information, at any time, when so requested by the County.

The Proposer shall indemnify and hold harmless the County or anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any unauthorized use or disclosure of the County's Confidential Information by the Proposer and shall defend all such claims in connection with any alleged infringement of such rights.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

PROPOSER

(Name of Corporation or Entity)

By:

Name: _____
Its: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL

EXHIBIT A

EVALUATION CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked “**CONFIDENTIAL**” for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* (“South Carolina Freedom of Information Act”). If any part is designated as “**CONFIDENTIAL**”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Colleton County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Colleton County, based on the following factors listed below.

The evaluation criteria will be:

- 1. Qualifications/Capabilities of the Firm and Individuals within the firm – 30%**
- 2. Experience with similar projects and References – 30%**
- 3. Project Description and Schedule – 25%**
- 4. Compensation – 15%**

Colleton County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Colleton County, taking into consideration the cost and the evaluation factors set forth herein. Colleton County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of Colleton County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Colleton County may be considered as an unqualified source and their proposal may be rejected. Colleton County reserves the right to exercise this option as is deemed proper or necessary.

EXHIBIT B

Statement of Assurance, Compliance, and Non-Collusion

STATE OF _____)

_____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
 - (a) The Proposer represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the Project and the Work or that may in any manner affect performance of the Work, including, but not limited to those items listed in Section 9 of Exhibit B (Special Conditions) of the Agreement. The Proposer further represents that he has correlated his Proposal with the requirements of the Contract Documents; and
 - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in the proposal/proposal document; and
 - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (d) The Proposer has not colluded with other Proposers possibly interested in this proposal in arriving at or determining prices and conditions to be submitted; and
 - (e) No person associated with Proposer's firm is an employee of Colleton County. Should Proposer, or Proposer's firm have any currently existing agreements with the County, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

(Name of Corporation or Entity)

Date: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

I, _____ Notary Public for the State of _____, do hereby certify

_____, by _____, it's _____

(Name of Corporation or Entity)

(Signatory)

(Title of Signatory)

personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day

of _____, 2014.

Notary Public for _____

My Commission Expires: _____

EXHIBIT C

RFP 14-15 FINANCIAL AUDITING SERVICES

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534).

(Name of Corporation or Entity)

Date: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

I, _____, Notary Public for the State of _____, do hereby certify

_____, by _____, it's _____
(Name of Corporation or Entity) (Signatory) (Title of Signatory)

personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day
of _____, 2014.

Notary Public for _____

My Commission Expires: _____

EXHIBIT D

RFP 14-15 FINANCIAL AUDITING SERVICES

NO RESPONSE

If a "No Proposal" is to be submitted, please check the appropriate box/boxes below and return this form, prior to the proposal opening date, to:

Kaye Syfrett, Procurement Manager
Colleton County Procurement
31 Klein Street Room 208
Walterboro, SC 29488

Cannot respond to this solicitation due to the following reason:

- ☐ Do not sell or provide the requested goods or services
- ☐ Cannot comply with specifications/statement of work
- ☐ Specifications/statement of work is unclear
- ☐ Cannot meet delivery or period of performance
- ☐ Delivery/period of performance is unreasonable
- ☐ Cannot meet the bond requirements
- ☐ Not enough time to prepare proposal
- ☐ Plan to subcontract
- ☐ Job is too large
- ☐ Job is too small
- ☐ Other(please specify) _____

(Name of Corporation or Entity)

Date: _____

By: _____
Print Name: _____

EXHIBIT E



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

SECTION 2 INTRODUCTION & BACKGROUND

Founded in 1682, Colleton County serves a population of approximately 35,000 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 2013 were over \$34 million and expenditures were over \$36 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 discretely presented component units.

County Council is responsible for legally enacting the annual budgets for the General Fund, 16 Special Revenue funds, 3 Debt Service funds and 4 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 **89** bank accounts. 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 \$1.282 million in FY13. With roughly fifty (50) departments, Colleton County employs approximately 392 full-time employees.

Colleton County uses accounting software by Computers Software Innovations, LLC (CSI) for General Ledger, Payroll, Human Resources, Accounts Payable, Fixed Assets, and Purchasing. The Treasurer's Office 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.

Baird & Company CPA's, LLC, performed the most recent audit covering the fiscal year ended June 30, 2013. The audit report dated December 2, 2013 was unqualified in all material respects.

SECTION 3 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. The audit shall be conducted as soon as possible after the close of the fiscal year.

This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by auditors who wish to submit a proposal for consideration. All proposals must address the audit services detailed herein.

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, 2013 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, 2015. 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,

County Council retains the rights to discontinue the contract and retain another auditor. 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.

Colleton County desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The auditor is required to audit the individual and combined fund financial statements, and other supplementary schedules. The auditor is not required to audit the statistical section.

Colleton County will submit its CAFR to the Governmental Finance Officers Association of the United States and Canada (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program.

3.1 AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this bid process, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Governmental Auditing Standards* (1994), the provisions of the Single Audit Act Amendments of 1996, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*.

3.2 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 OMB Circular A-133
- Schedule of Findings and Questioned Costs
- Electronic submission of Data Collection Form (SF-SAC)

3.3 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.**

3.4 TIME REQUIREMENTS

A pre-audit conference will be held with the CFO and the successful firm to discuss the scope of the audit and the audit schedule. The start date for preliminary field work will be September 2, 2014; however, a preliminary trial balance can be requested in May or June to allow the firm to setup their files. Colleton County will have records ready for the formal audit by September 30, 2014.

A tentative schedule for the 2014 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, 2014.

3.5 ASSISTANCE TO BE PROVIDED BY COLLETON COUNTY

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

The auditor's principal contact for Colleton County will be Dennis E. Averkin, Administrative Services Director / CFO, 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 Smart Fusion accounting program with inquire-only privileges, the internet, a telephone line, office equipment for copying, printing, scanning, and faxing and various financial records.

SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: _____

To: Procurement Manager for Colleton County

1. Pursuant to the Request for Proposals and the other Proposal documents contained in the Proposal package, the undersigned party making the Proposal, having become familiarized with the **Professional Services Agreement for Consultant Services to Provide Financial Auditing Services** (the "Agreement") provided in Section 7 of the Proposal Package, and having conducted a thorough inspection and evaluation of the local conditions affecting the performance of the services, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement, if selected by the County, and agrees to perform, within the time stipulated, the services to be performed hereunder, including everything required to perform the services and complete in a good workmanlike manner all of the work required in connection with the following:

PROJECT: FINANCIAL AUDITING SERVICES
RFP No.: FIN-08

All in strict conformity with the Agreement, including all exhibits and addenda thereto, the undersigned party making the Proposal hereby submits the following Proposal items:

- 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:**
- o **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:
 - o 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.
 - o Auditor must explain whether there is anything about their situations that might lead others to question their independence.
 - o Auditor must consider three general classes of impairments to independence whether personal, external, and/or organizational. If any of these impairments affects an auditor's ability to do the work that either the auditor should decline to perform the audit, or in those situations where the auditor cannot decline to perform the audit, the impairment must be reported in the scope section of the audit report.

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 internal quality control program.
 - External quality control review program and 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 two (2) 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) **Financial Statements:** Quarterly financial statements for the last four quarters and the most recent annual financial statement for the Proposer. Attach as **Schedule B** hereto.

C) **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 Experience section for the Evaluation Criteria. Please provide the following information and Attach as **Schedule C**:

- A comprehensive list of similar governmental projects completed within the last three (3) years involving your firm.
- 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 and

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):
 - Can auditor provide assistance with the GFOA Certificate of Achievement in Financial Reporting? If yes, then include a description of the qualifications pertaining to CAFR formatting and review experience.

D) **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 D**.

E) **Proposed Schedule:** Provide a preliminary schedule to complete the required work based upon a start date of July 1, 2013. Clearly state a proposed schedule to meet the deadline of December 31, 2013. Also address undersigned's overall workload during this period and availability to meet stated deadline. Attach as **Schedule E**.

F) **Compensation:** Due to the scope of this project, compensation shall be based on the selected firm's rate schedule. Respondents are requested to provide a rate schedule with their proposal, which may be marked "CONFIDENTIAL", and will not be subject to disclosure as part of the public record. Although cost is a significant factor, it will not be the sole factor. Explain how fees are determined, and how you would propose to minimize them and still maintain your quality standards in this audit.

Estimate the total hours, the estimated out-of-pocket costs, and the resulting all-inclusive maximum fee for which the requested work will be done. State an all-inclusive fee for which the work will be done for the first, second, third, and fourth years. State the hourly rates to be charged for each staff classification. All other fees and charges must be included. All fees and charges are subject to negotiations by the County. Include the hourly rate for ongoing assistance and any other consulting or management services that can be offered without affecting the independence of the firm. Attach as **Schedule F**.

G) **Insurance:** Attach as **Schedule G**, a statement that the undersigned will comply with the insurance requirements stated in General Information, section (6) (o).

2. Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement and all supplies, transportation, facilities, equipment, labor, and services required to perform and complete the work, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Agreement and all Proposal documents, whether or not expressly listed or designated.
3. It is understood that the County reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.
4. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party

making the Proposal will execute and deliver to the County the Agreement, as well as certificates of insurance on or before the tenth (10th) day after the mailing of said notice. The party making the Proposal further agrees that the work under the Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of County's Notice to Proceed.

5. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the County within the time specified, the Proposal security shall be forfeited to the County.
6. The undersigned hereby warrants that the party making the Proposal has all required licenses, if any, that such license(s) entitles the party making the Proposal to provide the services, that such license(s) will be in full force and effect throughout the duration of performance under the Agreement, and that any and all sub-contractors to be employed by the undersigned will have appropriate licenses.
7. The party making the Proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the Proposal shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal's failure to comply strictly with the IRCA.
8. It is understood and agreed that if requested by the County, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.
9. The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.
10. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

(Name of Corporation or Entity)

By: _____
Print Name: _____
Title: _____

Date: _____

ATTEST:

Print Name: _____
Title: _____

SCHEDULE A

Statement of Qualifications

SEE ATTACHED

SCHEDULE B
Financial Statements
SEE ATTACHED

SCHEDULE C

Experience & References

SEE ATTACHED

SCHEDULE D

Description of Services

SEE ATTACHED

SCHEDULE E
Proposed Schedule
SEE ATTACHED

SCHEDULE F

Compensation

SEE ATTACHED

SCHEDULE G
Insurance Coverage
SEE ATTACHED

SECTION 5
INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

THIS SECTION MUST BE FULLY COMPLETED

The party making the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Party making the Proposal's firm and any of its owners, officers, Managers, shareholders, parties or principals. County has discretion to request additional information depending on the Project.

1. Firm name and address: _____

2. Telephone No.: _____
3. Type of Entity: (check one) Individual _____ Partnership _____ Corporation _____
Limited Liability Company _____ 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 more than 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: _____

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information required of the Party Making the Proposal provided by me herein is true and correct.

Executed this _____ day of _____, 20_____.

(Name of Corporation or Entity)

By: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

I, _____, Notary Public for the State of _____, do hereby certify

_____, by _____, its

(Name of Corporation or Entity) (Signatory) (Title of Signatory)
personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day
of _____, 2014.

Notary Public for _____

My Commission Expires: _____

SECTION 6 OTHER

All inquiries concerning this proposal shall be addressed to:

Kaye Syfrett, Procurement Manager
Colleton County Procurement Office
31 Klein Street, Room 208
Walterboro, SC 29488
Telephone: (843) 782-0504
Fax: (843) 549-7215
E-mail: ksyfrett@colletoncounty.org

Contact with other departments or County representatives without permission of the Procurement Manager will render your proposal void.

SECTION 7 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 _____, 20____, by and between Colleton County, South Carolina (the "County"), and _____ ("Company").

WHEREAS, the County issued a Request for Proposals (the "RFP"), advertised on _____, _____, 2014 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 good standing 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.

4.1 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

4.2 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.

8.1 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 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.

12.1 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.

12.2 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.

12.3 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.

12.4 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 coverage's 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 coverage's 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's under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverage's 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:

Colleton County
31 Klein Street, Room 208
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

