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# **Fairfield County South Carolina**

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## **RFP# 0419 Professional Auditing Services – Term Contract**

# I. Introduction

## **Introduction**

It is the intent of Fairfield County to award a contract resulting from this Request for Proposal for a firm to provide professional auditing services for a term contract.

## **Purpose of RFP**

Fairfield County is requesting proposals from local qualified firms of certified public accountants for a term contract to audit its financial statements. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the Government Accountability Office (GAO) *Government Auditing Standards (Current Edition)*, the provisions of the federal Single Audit Act of 1984 (with amendment in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments* as well as the following additional requirements.

# II. Administrative Rules for the RFP

## **Additional Information Inquiries:**

All inquiries concerning this RFP should be directed to:

Sheila Pickett, CPPB

Director of Procurement

Fairfield County Council

(803) 815-4004

Email: [sheila.pickett@fairfield.sc.gov](mailto:sheila.pickett@fairfield.sc.gov)

## **Receipt of Proposals**

Proposals are to be submitted **February 5, 2019 by 2:00 pm**, in Fairfield County Procurement Office 3<sup>rd</sup> Floor County Administration Building, P.O. Drawer 60; 350 Columbia Road, Winnsboro, South Carolina 29180 at which time respondents to this request will be publicly identified. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for Contract award pursuant to the selection criteria set forth in the Request for Proposal, term and conditions will not be divulged at the time of opening.

***Any proposals received after the scheduled deadline will be immediately disqualified. The County assumes no responsibility for delivery of proposals which are mailed.***

## **Withdrawal of Proposals**

An Offeror may withdraw his/her proposal with no later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Director of Procurement. Notification of withdrawal is the sole responsibility of the offeror.

## **Preparation of Proposals**

Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once request written clarification from the Director of Procurement. The person submitting the Proposal shall be responsible for its prompt delivery. Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful offeror from the obligation to comply, in every detail, with provisions and requirements of the Request for Proposal.

If the offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered and if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or the other partner or other person who is duly authorized to bind the partnership. The signer's official capacity and authority shall be shown. If the offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in the person, stating the name of style under which the offeror is doing business. In any case, the proposal shall show the current business address of the offeror which is to be used for receiving communications from the County.

## **Disqualifications of Offerors**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror is interested in more than one proposal for the same work will cause the rejection of all proposal in which such offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants in such collusion will be considered in the future proposals for the same work. Proposals in which the price obviously are unbalanced will be rejected.

## **Corrections Made By Offeror**

Offerors are cautioned not to obliterate, erase, or strike over any printed material as set forth in this Request for Proposal. In quoting prices, wherever the offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

## **Evaluation of Proposals**

In evaluating the proposal, Fairfield County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interest of the County; and adopt any part or all of a proposal if it is judged in the best interest of the County. Each proposal will be evaluated on the content of the offeror's proposal.

During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any

one or more of the stated evaluations factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.

Fairfield County reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.

Proposal which after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as “acceptable”. Proposals found not to be acceptable will be classified as “unacceptable” and no further discussion concerning same will be conducted.

### **Evaluation Criteria**

Fairfield County intends to award a contract resulting from this Request for Proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein: however, the right is specifically reserved to reject any and all proposals. Fairfield County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

Proposal will be reviewed and evaluated by the review panel based upon the evaluation factors which are listed below:

1. Proposal content and its responsiveness to the RFP (include a detailed description of how the technical requirements for the proposed will be met). Demonstrate understanding of the scope and objects and work plan presented in the RFP. **(30 points)**
2. Overall qualifications of the firm. Include a detail listing of County audits performed in the State of South Carolina within the last three (3) years. Include contract information (name, address, email address, length of service.) **(30 points)**
3. References **(15 points)**
4. Cost **(25 points)**

### **Basis for Award**

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

An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal.

Based on the result of the preliminary evaluation, the highest rated offeror(s) may be invited by the Director of Procurement to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time proposed contract is negotiated, the

offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of Fairfield County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation(s) to Fairfield County Council prior to actual award of contract.

### **Oral Presentations**

Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Director of Procurement require no clarifications and/or supplementary information such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

### **Contracting**

Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between Fairfield County and the successful offeror after the proposal opening may also be incorporated into the contract.

### **Amendments**

All amendments to and interpretations of this solicitation shall be in writing. Fairfield County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Fairfield County in writing or in this RFP should be used in preparing offeror responses. All contracts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of Fairfield County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

### **County Responsibility to Proposal**

This Solicitation does not commit Fairfield County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the articles of goods or services. Fairfield County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it's in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, Fairfield County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

## **Terminology**

The terminology used and the organization of the RFP are not intended to be restrictive in anyway. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

## **Ownership of Material**

All proposals submitted in response to this document become the property of Fairfield County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of Fairfield County upon award of contract. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

## **Discussions/Negotiations**

By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offerors shall not discuss this procurement with any party except the Director of Procurement or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Director of Procurement.

## **Minimum Qualifications**

Fairfield County reserves the right to determine whether offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning offeror qualifications shall be final.

## **Right to Protest**

Any prospective proposer, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within ten (10) calendar days of the date of issuance of the Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any actual proposer, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the procurement director within ten (10) calendar days of the notification of award.

# **III. Contractual Requirements**

## **Offeror Responsibility**

The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by Fairfield County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to contract.

## **SC 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 in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, Fairfield County, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the state.

## **Compliance with Laws**

The contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

## **Insurance Requirements**

Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Fairfield County Council, P.O. Drawer 60, Winnsboro, SC 29180, Attention: Procurement Director and with a special notation naming Fairfield County Council as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.

Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall be canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.

The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

### **Indemnification**

The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the county, their agents, officers, and employees from and against any and all: losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents, and employees, or relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this agreement.

Fairfield County shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the county from defending their own interest.

### **Equal employment Opportunity**

Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms, and conditions of employment based upon race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Right Act and amendments or the South Carolina Human Affairs Law, excepts as permitted by said laws.

### **Governing Law**

Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Fairfield County.

### **Attorney Fees**

In the event that Fairfield County is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the county may seek attorney fees from contractor and contractor will pay to the county such attorney fees as the court may award. Otherwise attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.



## **Assignment and Modification**

The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the county in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the county, such consent to be within the sole discretion of the county. Any change in majority ownership or operational control of contractor shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

No agreement to modify the formal contract shall be binding on the part of the county unless such modification is reduced to writing and executed by an authorized agent of the county.

## **Subcontracting**

No work covered by this RFP is to be subcontracted out.

## **Payment Terms**

Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation. Invoices shall be for services rendered for the period of the first day of the month through the last day of the month.

## **Termination**

1. Subject to the provisions below, the contract may be terminated by the Director of Purchasing providing a thirty (30) day advance notice in writing is given to the Contractor.
  - a. Termination for Convenience.  
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
  - b. Termination for Cause.  
Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
2. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.
3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

***Circle Yes or No. If you answer yes, explain fully if it has been involved in any litigation involving performance in your Letter of Transmittal to be submitted with your application.***

## IV. SPECIAL PROVISIONS

### **Changes**

No services for which an additional cost or fee will be charged by the contractor will be furnished without the prior written authorization of Fairfield County.

### **Term of Contract/Option to Extend:**

Fairfield County is soliciting competitive proposals to establish a term contract for providing and delivering services listed herein. The term of the contract shall be for a three (3) year period with the option to extend and additional four (4) years. Fairfield County may extend the contract if it appears to be in the best interest of the county and is agreeable with the contracted vendor.

### **Contract Adjustments:**

Should an extension or revision be requested, written requests for contract revisions may be submitted in writing to Fairfield County sixty (60) day prior to the end of the current contract period (initial contract period is defined as one year). These requests shall be forwarded by registered mail to ensure delivery. Any requested revision shall be accompanied by supportive documentation. Fairfield County will accept or decline the request for a contract revision, in written form, within thirty (30) days following the date of the request. No revision shall be effective until approved in writing by the Director of Procurement.

## V. SCOPE OF WORK & SERVICES TO BE PROVIDED

Fairfield 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 (GAAP)

Fairfield County also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles.

The auditor may also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

The auditor shall be responsible for the preparation of certain notes to the financial statements.

The auditor assists in identifying and booking property tax at year-end.

### **Auditing Standards to be followed:**

To meet the requirements of this solicitation, the audit shall be performed in accordance with generally accepting 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 *Government Auditing Standards* (latest edition), the provisions of the Single Audit Act of 1984 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments*. A single audit may not always be required.

The audit shall also be performed in accordance with the laws of the State of South Carolina, to include any auditing standards promulgated by the state or any of its agents (i.e. the Department of Revenue).

**Special Considerations:**

The financial statements of Fairfield County include the Library, Council on Aging, and Behavioral Health Services. Fairfield County pays for the annual audit of the Library. However, the financial statements for Council on Aging and Fairfield Behavioral Health Services may be performed by another audit firm. These entities are responsible for payment of audit costs.

A separate audit report shall be issued for the Library. Separate billing to Fairfield County will be required.

Special attention is requested in implementing and complying with any specific reporting requirements recently mandated by the Governmental Accounting Standards Board (GASB).

**VI. DESCRIPTION OF THE COUNTY**

***Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices***

The auditor’s principal contract with the Fairfield County will be Laura Johnson, Fairfield County Comptroller, or a designated representative, who will coordinate the assistance to be provided by Fairfield County to the auditor.

**Background Information**

Fairfield County serves a population of approx. 24,000. Fairfield County fiscal year begins on July 1 and ends on June 30.

**Fund Structure**

Fairfield County uses the following fund types and account groups in its financial reporting:

<u>Fund Type/Account Group</u>	<u>Number of Individual Funds</u> <u>(Subject to Change)</u>
General Fund	1
Special Revenue Funds	30
Debt Service Funds	1
Capital Project Funds	12
Agency Funds	8
General Long-term Debt Account Group	1

**Budgetary Basic Accounting**

Fairfield County prepares its budgets on a basis consistent with generally accepted accounting principles.

### ***Financial Statement Preparation***

The County will provide a detail trial balance and seek assistance from auditor in preparation of the financial statements.

## **VII. PROPOSAL PRESENTATION**

### ***Delivery of Proposals***

**Proposals are due February 5, 2019 at 2:00pm.** Proposal shall submit six (6) copies and one (1) electronics copy of proposals shall be delivered or mailed in a sealed envelope addressed to Fairfield County Council Procurement Department, P.O. Drawer 60, 350 Columbia Rd Winnsboro, SC 29180, prior to the specified date and time. ***Proposals submitted must show the proposal numbers on the outside of the package.*** Of the copies submitted each copy shall be numbered (#1- #6), with copy #1 containing all original documentation and original signatures. Offerors must complete all forms included in this RFP. Failure to include all forms may result in disqualification of the offeror's proposal.

All proposals should be concise and clear, and should convey all of the information requested by the county. Proposals should be prepared simply and economically. All proposal shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

There is no intent to limit the contents of proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. *If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.*

Fairfield County reserves the right to reject any or all proposals in whole or in part.

### **Order of Presentation**

It is requested that the following section heading with dividers be used in offeror responses to this RFP:

- Statement of Qualifications
- References
- Personnel
- RFP Required Forms
- Cost Proposal

### **Statement of Qualifications**

Each offeror must demonstrate its firm's competence, qualifications, and ability to perform the services requested in this RFP.

Must be licensed to do business in the State of South Carolina and must be located in South Carolina.

Substantial compliance with the Request for Proposals content and format.

## **References**

Provide listing of all South Carolina counties at which the offeror has or has had a valid contract for similar services at any time during the three (3) year period immediately preceding date of this request, including the following information for each facility.

- 1) Name of County.
- 2) The term of the offeror's contract.
- 3) Provide the name and telephone number of the manager at such County who can be contacted regarding the offeror's performance.

## **Personnel**

The offeror will describe the organization structure, listing all key personnel functions. List each individual from your company that you anticipate would be involved if your proposal were accepted. A brief description of each person's educational background and experience which enables him/her to fulfill his/her responsibilities must be included.

Offeror must identify in this section, each member of its staff who will participate in the project and the nature and scope of that person's responsibilities and duties. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the service required in a timely fashion. Inexperienced personnel may not be proposed.

The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.

The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.

## **RFP Forms**

This section should include signed copies of the following RFP forms:

- Non-Collusion Affidavit
- Certificate of Familiarity
- Acknowledgement of addendums as applicable

## **Cost Proposal**

The proposed cost should be based on the assumptions and requirements described in the request for proposal and should include all cost, except where noted otherwise. Cost shall be firm for the term of three (3) years. Cost shall be provided for years 1, 2, & 3. At year 4, the contract cost may be adjusted in accordance with any increase/decrease in the CPI.

Submit a cost/fee schedule for each professional and direct expenses. Indicate number of participants and estimated number of hours for each professional and the rate per hour. Also include an estimated grand total.

For additional work or special projects that is requested by the County, provide a per hour rate. This includes preparation of an annual Form 990.

Provide a separate cost proposal for the Single Audit since it may or may not be required each year.

### **Professional Auditing Services – Term Contract**

In this section, the offeror should discuss the requirements as they are analyzed by the offeror. Provide a description of the offeror's approach, technique, and procedures to accomplish the scope of services identified and required by this document, including the research, analysis and methodologies to be used.

### **Appendix**

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose.

## VIII. ATTACHMENTS

### *Statement of Assurance, Compliance and Non-collusion*

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) The undersigned, as Offeror, certifies that every provision of this Proposal have been read and understood.
- (2) The Offeror hereby provides assurance that the firm represented in this Proposal:
  - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in The submittal/submittal document; and
  - (b) 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
  - (c) Is not guilty of collusion with other Offerors possibly interested in this Proposal in arriving at or determining prices and conditions to be submitted; and
  - (d) No person associated with Offeror's firm is an employee of Richland County. Should Offeror, or Offeror's firm have any currently existing agreements with the County, Offeror must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - (e) That such agent as indicated below is officially authorized to represent the firm in whose name the Proposal is submitted.

Name of Firm: \_\_\_\_\_ Name of Agent: \_\_\_\_\_

Signature & Title: \_\_\_\_\_ Address: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ My commission expires:

(Title)

NOTARY SEAL:



# CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this proposal is good for a period of sixty (60) days, unless otherwise stated.

\_\_\_\_\_  
Company Name as registered with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number    Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
S. C. CONTRACTOR'S LICENSE #  
(if applicable)

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll-Free Number if available

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales and Use Tax Number

## ACKNOWLEDGEMENT OF AMENDMENTS

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.					
See "Amendments to Solicitation Provision Amendment No.					