

	Colleton County School District Request for Qualifications	Solicitation Number: Date: Procurement Official: Phone: E-Mail Address:	DO-12422 January 25, 2022 Susan Crosby (843) 782-4510 smcrosby@colletonsd.org
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DESCRIPTION: ANNUAL AUDIT SERVICES FOR FINANCE AND PROCUREMENT

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: **March 8, 2022 @ 11:00 am**

QUESTIONS MUST BE RECEIVED BY: **February 16, 2022 by 4:00pm**

NUMBER OF COPIES TO BE SUBMITTED: **Five (5) Original Hard Copies & One (1) PDF Original & One (1) Redacted PDF on USB**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT A SEALED OFFER TO:

RFQ DO-12422

MAILING ADDRESS:

Colleton County School District
Attention: Susan Crosby
500 Forest Circle
Walterboro, SC 29488

PHYSICAL ADDRESS:

Colleton County School District
Attention: Susan Crosby
500 Forest Circle
Walterboro, SC 29488

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above, and on the website below, on or before, April 5, 2022. The award, this solicitation, and any amendments will be posted at the following web address: https://www.colleton.k12.sc.us/departments/procurement It is the responsibility of the offeror to check this website for amendments.
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You must submit a signed copy of this form with each copy of Your Offer. The pages of this form do not count towards any page requirements or limitations of any part of Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Choose one) <input type="checkbox"/> Small (15 employees or less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION	(If offeror is a corporation, identify the state of Incorporation.)
TAXPAYER IDENTIFICATION NO.	

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Area Code</td> <td style="width: 20%; text-align: center;">Number</td> <td style="width: 20%; text-align: center;">Extension</td> <td style="width: 45%; text-align: center;">Facsimile</td> </tr> </table>	Area Code	Number	Extension	Facsimile
Area Code	Number	Extension	Facsimile		
	E-mail Address				
PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)				
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)				

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please include a copy of your certification.

END OF MANDATORY FORM

INSTRUCTIONS TO OFFERERS

Submit Proposal and a completed W-9 form for your agency in a sealed envelope with the RFP number as well as the time and date for opening prominently marked on the outside.

Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, or telephonic bids will be accepted.

All bids must be signed by an authorized officer or employee of the offerer.

All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.

All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by The School District, may be considered as one factor in determining the award.

Prices will be considered net if no discount is shown.

GENERAL CONDITIONS

GENERAL PROVISIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the quote/bid or to procure any goods or services.

An authorized individual who may bind the Offeror to provide the services in accordance with the specifications contained in this RFP/IFB must sign your quote/bid response. The quote/bid response must contain a statement to the effect that your quote/bid is firm for a period of thirty (30) days from the bid due date or longer if so required by the District.

Colleton County School District Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.

In the event that a bid (with \$50,000.00 or greater in value) is unintentionally opened prior to the official time set for the bid opening, the employee opening such a bid shall immediately inform the Chief Procurement officer, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.

Addenda: Addenda shall be issued prior to the RFQ/IFB submittal date and time for the purposes of modifying or interpreting the quote/bid/proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP/IFB, an addendum will be posted at <https://colleton.k12.sc.us/departments/procurement>.

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP/IFB. No addenda shall be issued later than four (4) days prior to the RFP/IFB submittal date except to a) withdraw the RFP/IFB solicitation, or b) to postpone the RFQ/IFB submittal date and time. The Chief Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

Ambiguous Quotes/Bids: Quotes/bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

Approval of Publicity Releases: The Contractor shall not have the right to include the District's name in its published list of

customers, without prior approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further 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 District.

Authorization and Acceptance: The quote/bid/proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFQ/IFB/RFP. The quote/bid/proposal must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the quote/bid/proposal due date or longer if so required by the District.

In the event that identical bids/proposals are received on like items, the Chief Procurement Officer shall award the quote/bid/proposal in accordance with the District's Procurement Code.

Bidder's Qualification: No quote, bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his quote/bid/proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

Competition: There are no Federal or State laws that prohibit Proposers from submitting a quote/bid/proposal lower than a price or quote/bid/proposal given to the United States Government. Proposers may submit a quote/bid/proposal lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this RFQ/IFB/RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the quote/quote/bid/proposal they consider to contain proprietary information.

Covenant against Contingent Fees: The vendor 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 vendor for the purpose of securing business. For breach or violation of this warranty, the School District of Colleton County shall have the right to annul this contract 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.

Correction of Errors in the quote/bid/proposal: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quote/quote/bid/proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No quote/bid/proposal shall be altered or amended after specified time for opening.

District Closings: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Finance Office of the District by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at <https://colleton.k12.sc.us/>.

District Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Explanation to Prospective Bidders/Proposers:

Any prospective Bidder/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders/Proposers before submission of their quote/bid/proposal.

Oral explanation and/or instructions given before the award of the contract shall not be binding.

Any information given to a prospective Bidder/Proposer pertaining to this solicitation shall be furnished promptly to other prospective Bidders/Proposers as an amendment, if that information is necessary in submitting a quote/bid/proposal, or if the lack of it would be prejudicial to other prospective Bidders/Proposers.

Examination of Records:

The School District of Colleton County shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the School District of Colleton County, or her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Finance Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Finance Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.

Prohibition Against Conflicts of Interest, Gratuities and Kickbacks: "Any employee or any official of the District, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with State and/or Federal laws."

Quote/bid/proposal Constitutes Offer: By submitting a quote/bid/proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any quote/bid/proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such quote/bid/proposal nonresponsive. Any inconsistencies between the RFQ/IFB/RFP and any other contractual instrument shall be governed by the terms and conditions of this RFQ/IFB/RFP, except where subsequent amendments to any contract resulting from this RFQ/IFB/RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFQ/IFB/RFP.

Quote/bid/proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Posting of Award (applies to contracts in excess of \$50,000.00): Notice of Award or Intent to Award will be posted on the District's Website: <https://colleton.k12.sc.us/departments/procurement>

Proper Invoice: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms.
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
- Other substantiating documentation of information as required by the contract.

Proposer's Qualifications: Quotes/Bids/Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

Rejection/Cancellation: The District reserves the right, to accept or reject, in part or in entirety, any or all quotes/bids/proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

Site Visits: The District reserves the right to make site visits to the successful contractor's operation facilities prior to and after award. Site visit may include:
Walk-through of warehouse and storage facilities.
Inspection and review of delivery fleet capabilities.

Substitutions: The materials and products described in the RFQ/IFB/RFP establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the RFQ/IFB/RFP to the words "or approved alternate" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. **Any deviation from the enclosed specifications must be documented on the quote/bid/proposal form.**

Time of Completion: Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her quote/bid/proposal delivery dates for each item as requested, and shall furnish all items in accordance with the quote/bid/proposal solicitation unless an extension was granted by the District in writing.

Unlawful Acts: The District interprets a signed quote/bid/proposal as signifying that the accompanying quote/bid/proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A quote/bid/proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Chief Procurement Officer prior to the last date and time set for receipt of the quote/bid/proposal responses. If the District fails to accept the response or award a contract within thirty (30) days after the quote/bid/proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

GENERAL PROVISIONS

- 1. Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
- 2. Bid Bond:** Bids will be accompanied by a Proposer's bond or certified check equal to five percent (5%) of the total dollar value of the submitted bid. When bid bond is required, it shall be so stated in the Instructions to Proposers.
- 3. Contractor Responsibility:** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their quote/bid/proposal.
- 4. Default:** In case of default by the contractor, the District reserves the right to purchase any or all items in default in open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 5. Drug-free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann., (1976).

6. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
7. **Force Majeure:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
8. **Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. 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 said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
9. **Illegal Immigration:** (applicable to service contracts only) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five (5) years, or both." You agree to include in any contracts with your subcontractors' language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
10. **Indemnification:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).
11. **Installation:** Where equipment is called for to be installed under this RFQ/IFB/RFP, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
12. **Insurance:** Contractor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.
13. **Licenses and Permits:** During the term of the contract, the Contractor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any

such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

- 14. Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District with a copy of the certificate. The South Carolina definition of a minority business is a business that is at least 51% owned, operated, and controlled by a minority; or in cases of a publicly-owned business, at least 51% of the stock must be owned by a minority. Such minorities include but are not limited to African Americans, Hispanic Americans, Native Americans, and Eskimos. At the end of each contract year, Contractor is to annually report to the District, any sub-contractor that is a certified minority business and the monetary amount paid to that firm.
- 15. Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this RFQ/IFB/RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 16. Offeror Responsibility:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ/IFB/RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFQ/IFB/RFP or contract.
- 17. Packaging and Delivery:** All Shipments shall be FOB destination, freight prepaid, to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.
- 18. Delivery Time:** A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the District and the successful bidder within five (5) working days after the date of award.
- 19. Delivery Conditions:** Deliveries shall be made to each school in the District on a regularly scheduled basis every week, Monday through Friday, except school holidays and closing days (due to inclement weather). All schedules for deliveries will remain constant throughout the duration of the contract. Any changes to the schedule must be mutually agreed upon by the successful bidder and the District.
- 20. Holiday Deliveries:** "Holidays" shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the District and the successful contractor.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage.

Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

- 21. Protection of Existing Vegetation, Structures, Equipment, Utilities, And Improvements:** The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).

The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall

repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

- 22. Quality of Product:** (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this RFQ/IFB/RFP shall be new and of first quality.

Right to Protest: Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Chief Procurement Officer within fifteen (15) days of the date of issuance of the RFQ/IFB/RFP or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Any protest must be addressed to the Chief Procurement Officer, Colleton County School District, and submitted in writing (a) by email to smcrosby@colleton.k12.sc.us (b) by facsimile at 843-782-0029, or (c) post or delivery to 500 Forest Circle, Walterboro, SC 29488

- 23.** Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date the notification of award is posted. Shall not apply to small purchases (under \$50,000 in actual or potential value).

- 24. Save Harmless:** (This clause does not apply to solicitations for service requirements). The successful proposer shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Proposer's use of material furnished to the Proposer by the District.

- 25. Subcontractors:** Any bidder in response to this RFQ/IFB/RFP shall set forth in his quote/bid/proposal the name of each subcontractor. If the bidder determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor and if the proposer is qualified to perform such work under the terms of the RFQ/IFB/RFP, the proposer shall list himself in the appropriate place in his quote/bid/proposal and not subcontract any of that work except with the approval of the District for good cause shown.

If you intend to subcontract with another business for any portion of the work and that portion exceeds 3% of your price, your offer must identify that business and the portion of work which they are to perform.

Submission of Data: Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this Quote/bid/proposal and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Colleton County School District.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days' advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

- 26. Substitutions:** Deliveries shall be made as ordered. Unauthorized substitutions and deviations from stated orders are prohibited.

- 27. Termination:** Subject to the Provision below, the contract may be terminated by the District providing a thirty (30) day advance notice in writing is given to the contractor.

28. Termination for Cause: Termination by the District 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) days advance notice requirement is waived and the default provision in this bid shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

29. Unit Price Governing: Unit prices will govern over extended prices unless otherwise stated in the RFQ/IFB.

B. SPECIAL INSTRUCTIONS

BOARD APPROVAL REQUIRED Any award is subject to prior approval by the CCSD Board.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER After award, all deliveries shall be made and all services provided to the location specified on the Colleton County School District purchase order or notice to proceed.

MAIL PICKUP The District’s Mail Courier picks up all mail from the US Post Office once daily around 9:00AM. (excluding weekends and holidays).

OPENING PROPOSALS –INFORMATION NOT DIVULGED (RFP/RFQ) In competitive sealed proposals or requests for qualifications, neither the number of offerors, the identify of offerors, nor prices will be divulged at opening.

SCHEDULE OF ACTIVITIES Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

RFQ ESTIMATED TIME LINE	DATES
Issue Request for Proposal	January 25, 2022
Deadline for Questions	February 16, 2022 by 4:00PM (EST)
Anticipated Issue Responses to Questions	February 22, 2022 by 4:00PM (EST)
Deadline to Submit Response	March 8, 2022 by 11:00AM (EST)
Anticipated Date for Interviews/Presentations	Week of March 21, 2022
Anticipated Date of Notice(s) of Intent to Award	On or before April 5, 2022

III. SCOPE OF WORK

A. GENERAL INFORMATION

1. ABOUT COLLETON COUNTY SCHOOL DISTRICT

Colleton County is within the Lowcountry region of South Carolina and is located approximately 45 miles west of Charleston, South Carolina. Colleton County School District is currently serving nearly 5,500 students ranging from pre-school to high school. The District currently operates 10 schools (1 early childhood center, 5 elementary schools, 1 middle school, 1 high school, 1 career and technology center and 1 alternative school). Colleton County School District is the largest employer in the county with approximately 850 full-time employees.

The District has a seven-member Board of Trustees dedicated to govern the District, and insure quality and equal education opportunities to all the citizens they serve. The Colleton County Board of Education members have decision-making authority, and have primary accountability for fiscal matters.

2. PURPOSE

Colleton County School District Board of Trustees is requesting proposals from competent certified public accounting firms to

determine the best candidate(s) to perform the annual Financial and Compliance Audit (non-inclusive of CAFR requirements), Procurement Audit, and other auditing services to ensure stakeholder confidence and fiscal responsibility. All firms interested in submitting their qualifications for consideration are encouraged to carefully review this document, and submit a response providing all of the requested information in the format requested.

All responses must be complete and carefully worded and must convey all of the requested information to be considered responsive. If the response fails to conform to the essential requirements of this request, the District will be the sole judge as to whether that variance is significant enough to consider the request non-responsive and therefore eliminated from further consideration.

This solicitation does not commit the District to award a contract for services or pay any costs incurred in the preparation of a proposal or any pre-contract expense. The District reserves the right to accept or reject any of all proposals received as a result of this request, or to cancel in part or in its entirety this request for qualifications, without liability whatsoever, if it is in the best interest of the District to do so or if funding is not available.

The selection committee shall rely upon all representations made by the firm to the District, whether verbal or written, during the evaluation process. The District's reliance on the firm's represented expertise with the types of services outlined in this document, and may be incorporated into any, and all, formal agreements between the parties that may result from this selection process.

Furthermore, the terms advisor, consultant, contractor, firm, offeror, proposer, or vendor may be used interchangeably throughout this document.

B. FINANCIAL INFORMATION

1. The District has six major governmental funds consisting of:
 - a) General Fund
 - b) Special Revenue Fund (including Title I, Education Improvement Act, and ESSER I, II, III funds)
 - c) Debt Service Funds
 - d) Capital Project Funds
 - e) Fiduciary Funds (Pupil Activity Funds)
2. The District's accounting system is Harris School Solutions-Smartfusion.
3. The District adopts an annual budget for the General Fund prior to the beginning of each fiscal year. The adopted budget specifies expenditure limits appropriated for each function. All annual appropriations lapse at fiscal year-end. The budget is prepared on a basis consistent with the generally accepted accounting principles established by the General Accounting Office of the Comptroller General of the United States, and includes collaboration between the district superintendent, board of education, administrative staff, faculty, and citizens of the district (CCSD Policy DB).
4. The District does not employ an internal auditor; however, members of CCSD's Finance and Procurement teams conduct independent reviews and audits of schools/departments as a routine measure to ensure compliance. The audit firm hired to conduct the annual financial audit may be asked to assist in these situations, if necessary (see OTHER SERVICES).
5. The District's Financial Audit Reports containing the Basic Financial Statements and other relevant data may be viewed online at <https://colleton.k12.sc.us/departments/finance/transparency>.
6. For the 2021/2022 fiscal year, the District's General Fund budget is \$47,492,244.

C. FINANCIAL AUDIT REQUIREMENTS/SPECIFICATIONS

1. CCSD is seeking to obtain audit services from a certified public accounting firm for the annual audit as described herein for fiscal years ending June 30, 2022, 2023, 2024, 2025, and 2026.
2. The fiscal year for the District begins July 1 and ends on June 30. The District's financial books will be available for interim audit fieldwork on or before August 15 of each year.
3. The financial audit shall be performed in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and generally accepted accounting principles as established by the General Accounting Office of the Comptroller General of the United States.
4. The District requires a financial and compliance audit. Specifically, the reporting method will be the "single audit concept" as detailed in the Single Audit Act of 1984, Public Law 98-502, OMB Circular A-133 and the South Carolina Department of

Education's (SDE) Audit regulations R-43-175-Audits. A copy of the SDE's Audit Guidelines can be obtained from the South Carolina Departments of Education, Office of School District Auditing, 1429 Senate Street, Room 403, Columbia, SC 29201; telephone (803) 734-8180 or via their website at www.ed.sc.gov.

5. The financial audit of the District's financial statements, at a minimum, shall determine if: (a) The District's financial statements are a true and fair representation of the its financial position and cash flows; and (b) the District has complied with all laws and regulations for those transactions and events that have a material effect on the financial statements.
6. Additionally, the Financial and Compliance Audit shall include an understanding of the District's internal controls, and report any deficiencies or material weaknesses.
7. Historically, the District has conducted a general purpose financial statement and compliance audit. During this process, the school board is interested in receiving proposals for the General Purpose Audit, which is non-inclusive of CAFR requirements.

D. FINANCIAL REPORT REQUIREMENTS

1. All reports shall be addressed to the Colleton County School District Superintendent and Chief Finance Officer.
2. The audit must be performed in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and generally accepted accounting standards as established by the General Accounting Office of the Comptroller General of the United States.
3. A Schedule of Expenditures of Federal Awards, as called for in OMB Circular A-133 must be included. This schedule must list by federal funding source each grant's subfund code, federal grantor/pass through grantor program title, federal CFDA number, pass through grantor's number, and expenditures. The single audit section will contain the appropriate independent auditor's reports as required by OMB Circular A-133.
4. An opinion on compliance with applicable regulations must be rendered as discussed in the State Department of Education's (SDE) Audit Guide.
5. The successful auditor must prepare and submit form SF-SAC Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations to the Federal Clearing House as required by the U.S. Department of Commerce.
6. The successful proposer will be responsible for preparing financial statements including the Government-wide financial statements and adjustments/schedules as required under GASB statement thirty-four (34).
7. The reports must include District comments and responses on all exceptions detailed in the published reports.
8. Assist the District in preparing the Management's Discussion and Analysis (MD&A).
9. Submit a separate submission of the Excel template for the blended South Carolina Department of Education Supplemental Schedules for each fund type. In addition, include separate Supplemental Schedules of Revenues, Expenditures, and Change in Fund Balances for each governmental fund.
10. Prepare all data required and submit to Federal Audit Clearinghouse.
11. The firm shall submit a preliminary report to District by November 1, a preliminary report in draft format must be delivered to the Chief Finance Officer for review by the District staff. This report must contain the audit report and will be prepared in conformity with GAAP and guidelines established by GFOA for its Certificate of Achievement for Excellence in Financial Reporting and by ASBO for its Certificate of Excellence Program and SDE Accounting guidelines. District officials shall

have seven (7) working days to review the draft copy before final copies are printed and bound.

12. The firm shall submit a Final Report to the District by November 25, or a mutually agreed upon date. The final report shall be provided as ten (10) bound copies, one unbound copy and one (1) electronic PDF file of the final Financial Audit Report to the Chief Finance Officer. The firm's failure to deliver by November 25, or a mutually agreed upon date, will result in liquidated damages. The penalty shall be one-half of one percent of the contracted audit fee, per calendar day until delivery.

E. FINANCIAL AUDIT MEETINGS

1. A pre-audit conference and exit conference with the Superintendent and Chief Finance Officer for each fiscal year's audit will be required. The pre-audit conference should be scheduled no later than June 1st of each year.
2. A conference must be arranged with the Chief Finance Officer to discuss the proposed management letter, and an opportunity for a written response must be granted. This conference may be scheduled as a preliminary exit conference. Prior to the exit conference, at least four (4) preliminary typed draft copies of the financial audit report will be made available to the Chief Finance Officer for review. At least seven (7) working days shall be provided to allow district officials to review the draft. The Chief Finance Officer shall provide written responses to the comments in the management letter. Upon complete review of the final draft report and the final exit conference, the audit firm shall deliver to the District a minimum of ten (10) bound copies suitable for District use. An electronic PDF copy of the report must also be provided.
3. The firm shall provide periodic briefings during on-site work with the Chief Finance Officer whenever appropriate.
4. At any time during the audit period, the auditor(s) may be required to meet with school officials to discuss the audit or related matters.
5. An oral presentation of the final audit shall be presented to the Colleton County School Board of Trustees during a regular scheduled meeting in December.

F. PROCUREMENT AUDIT REQUIREMENTS

1. The District seeks a qualified firm to provide a comprehensive procurement audit in accordance with SC Code 11-35-70 (Cum. Supp.2000) for Colleton County School District Office of Procurement Services. The District shall be audited in accordance with the requirements of S.C. Code 11-35-70, to determine compliance with the Colleton County School District's Procurement Code in all material respects for the year audited.
2. The awarded firm shall conduct a procurement compliance audit of the District's procurement program for fiscal years 2022, 2023, 2024, 2025 and 2026.
3. Evaluation of internal controls, efficiency and effectiveness of governmental agency procurement operations along with guidelines for School Districts are identified by the State of South Carolina's Materials Management office at the following link: <https://procurement.sc.gov/audit/audit-program>
4. The awarded firm shall conduct an annual Procurement audit for the five (5) fiscal years stated herein. Although the state allows procurement audits to be conducted every three (3) years, the District seeks to have these audits performed on an annual basis.
5. The District Procurement Manager is required to submit a request for audit firm approval every three (3) years. Therefore, the award of the Procurement audit is contingent upon this approval.
6. The initial year of the contract shall begin upon conclusion of the 2021-2022 fiscal year. The fiscal year for the District begins July 1 and ends on June 30. The District's Procurement records shall be available for interim audit fieldwork on or after August 15th of each year. The final report shall be due by November 15th of each year.

G. PROCUREMENT AUDIT MEETING AND REPORT REQUIREMENTS

1. A management letter is required and should include a statement of audit findings and recommendations affecting procurement activities, internal controls, accounting systems, and other material weaknesses or reportable conditions.
2. The procurement audit report must state the scope of the procurement audit and that the audit was performed in accordance with generally accepted auditing standards. It must also include an opinion as to whether the statements conform to generally accepted procurement principles.
3. A conference must be arranged with the Chief Finance Officer and District Procurement Manager to discuss the proposed management letter, and an opportunity for a written response must be granted. This conference may be scheduled as a preliminary exit conference. Prior to the exit conference, at least three (3) preliminary typed draft copies of the procurement audit report will be made available to the Chief Finance Officer and District Procurement Manager. At least seven (7) working days shall be provided to allow district officials to review the draft. The District Procurement Manager will provide written responses to the comments in the management letter. Upon complete review of the final draft report and the final exit conference, the audit firm shall deliver to the District a minimum of fifteen (15) bound copies suitable for District use.
4. The firm shall agree to submit a final report to Colleton County School Board of Trustees in conjunction with the Financial Audit presentation at a regularly scheduled board meeting in December of each year. Therefore, the Procurement Audit must be completed by November 15th of each year.
5. The South Carolina Fiscal Accounting Authority, Office of Procurement Services must receive one (1) copy of the final report within three (3) working days of presenting the final audit report to the District's Board of Trustees.
6. Three (3) bound copies, one (1) unbound copy and one (1) electronic PDF file of the final report shall be delivered to the Chief Finance Officer or designee on a mutually agreed upon date.

H. OTHER SERVICES

1. The District requests information from each firm regarding additional services the firm may provide that may improve the District's financial performance.
2. Firms are also encouraged to provide information concerning their experience in Forensic Auditing to include investigation techniques, analytics, and overall approach to identifying potential misappropriation.

I. RETENTION REQUIREMENTS

1. The proposer must retain all working papers for a minimum of five (5) years from the completed audit date.
2. Request to examine the firm's working papers may be made to facilitate requests from Representatives of the State Department of Education, the State Auditor's Office, and other District Auditors.
3. In addition, the successful offeror must make all working papers physically available at the audit site to the auditor who audits the subsequent contract period and at conferences regarding proposals for audit services.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Submit five (5) hard copy originals and one (1) USB containing a PDF version of the ORIGINAL proposal and a REDACTED copy. Please title the USB with the firm's name for identification purposes. The proposal shall speak for itself on behalf of the proposers. Proposers are discouraged from submitting supplementary materials or from making calls upon the District after the proposals have been submitted. Failure to comply with format requirements may cause the submittal to be removed from further consideration.

Information presented in the RFQ shall conform to the following:

- All pages are to be numbered.
- Information submitted shall be tabbed and organized as stated below.
- Each section must re-state the subheading or question, followed by your response

- Font size shall not be less than 10 point.
- Submittals shall be provided in a three-ring binder or stapled upper left-hand corner.
- Responses must be concise and sufficient in detail to provide a thorough evaluation and assessment.
- Responses shall be limited to a maximum of **fifty (50) single faced pages** of information organized into tabs as noted below.

TAB 1 COVER LETTER

RFP documents (**pages 1 and 2 of solicitation**) with appropriate signatures then followed by the Cover Letter; amendments shall be acknowledged on Page 2, if applicable. A maximum of one (1) page, for the dated Cover Letter, including the legal name of the Offeror, address, telephone and facsimile numbers, shall be provided that contains a summary of the Offeror’s ability to perform the services requested in this proposal and confirm that the Offeror is willing to perform those services and enter into a contract with the District. The letter shall be signed by a person having the authority to commit the Offeror to a contract.

TAB 2 TABLE OF CONTENTS

Submissions of qualifications shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right hand corner and each page shall have a footer indicating the name of the Offeror. A Table of Contents of the material contained in the proposal must follow the Cover Letter.

TAB 3 COMPANY PROFILE

- a) State whether your firm is local, regional or national.
- b) Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.

TAB 4 QUALIFICATIONS

Identify the partner and supervisors who will work on the audit. Resumes for each supervisory person to be assigned to the audit shall be included. Describe your firm’s recent audit experience, if any, with public sector clients, especially educational facilities. State any GASB Statement No. 34 experience with governmental agencies.

TAB 5 REFERENCES

Provide information supporting the Offeror’s experience and capabilities, including at least six (6) applicable references. Include, at least, three (3) public school clients and three (3) additional agencies with whom the offeror has performed audit work for within the past three (3) years in South Carolina. The offeror shall include the Client’s name and title, address, telephone number, number of students/clients served and an e-mail address of the contact person who is in a position to evaluate the general quality of your organization’s performance. With each reference, briefly summarize the type of services provided and the term of service. **(ATTACHMENT C)**

TAB 6 WORK APPROACH

Submit a work plan to accomplish the scope defined in Section III of this solicitation. The work plan shall include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members shall be named and their titles provided. The planned use of specialists should be specified. The audit work plan shall demonstrate the auditor’s understanding of the audit requirements in accordance with the Scope of Work as outlined in Section III. Firms should include sample reports and other documentation relevant to the required reports and presentations stated herein.

TAB 7 FINANCIALS

Offeror shall provide the most current financial statement for the last two (2) fiscal years, and information reflecting current financial position. Qualifying financials shall include the Offeror’s most recent certified annual report, financial statement, or other evidence of the company’s financial status. *Failure to provide information for review and consideration may determine response non responsive.*

TAB 8 PEER REPORT AND OTHER ASSURANCES

Offeror shall include a copy of an organization’s most recent peer review report and other documents that provide a high level of third party assurance in the firm’s quality control pertaining to its accounting and auditing practices. Also, the firm shall state any

known conflicts of interests or potential conflicts of interest with performing the services described herein.

TAB 9 TECHNICAL RESPONSE SUBMITTAL

Vendor Questionnaire (ATTACHMENT D)

TAB 10 COST PROPOSAL

Offeror must submit one **sealed** copy of the cost proposal in the ORIGINAL copy of the RFQ. Insert a single sheet of paper stating "SECTION INTENTIONALLY LEFT BLANK" in each proposal copy for TAB 10.

APPENDIX

Offerors may include additional information they deem relevant to the full evaluation of their credentials; however, discretion should be used to avoid frivolous marketing information. The focus of the RFQ should be to convey the firm's credentials, relative qualifications and experience, and reputation.

The District reserves the right to reject any and all proposals or any portion of said proposals, to waive minor technicalities, and to make any and all award decisions based on the best interests of the District.

V. QUALIFICATIONS OF OFFEROR

A. MANDATORY MINIMUM QUALIFICATIONS

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify.

(2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

(3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

B. SUBCONTRACTOR -- IDENTIFICATION

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "District information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

VI. EVALUATION AND AWARD

POTENTIAL AND ACTUAL PROPOSERS SHALL **NOT** CONTACT MEMBERS OF THE BOARD OF TRUSTEES OR THE DISTRICT SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.

A. EVALUATION OF OFFERS

1. **RESPONSIVENESS:** Upon receipt of all proposals, by the date and time specified in the RFQ, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee.

2. **EVALUATION CRITERIA:** Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Selection Committee. The proposals that meet the stated qualifications and submission requirements shall be ranked utilizing the evaluation criteria stated in below which was derived from CCSD’s policy AR DI/DIE-R for selecting an audit firm. Once an initial ranking of all proposals has been conducted, the District may elect to award to the top ranked firm or conduct interviews with the three highest ranked firms. If the Selection Committee elects to interview the top ranked firms, a list of firms selected for interview shall be sent to all firms that submitted a proposal.

Criteria	Ranking
Firm’s professional reputation / References	25
Work Approach	25
Experience auditing school districts in South Carolina	15
Adequacy of staff and facilities	15
Availability of staff to provide assistance the District throughout the school year.	10
Professional Fees	10

3. **INTERVIEWS:** The District Selection Committee reserves the right to conduct interviews with the highest ranked Offeror(s) after the initial evaluation has been completed. The primary purpose of the interviews shall be to provide such further information as may be required by the District Selection Committee to fully acquaint itself with the relative qualifications of the short-listed firms with regard to the project(s) and the Owner's needs. Elaborate presentations are discouraged, the Owner's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Interviews shall be conducted in-person at a CCSD facility. Any cost associated with the interview process shall be borne by the Consultant. Interviews shall be ranked using the following criteria:
4. **NEGOTIATIONS:** Offerors shall be ranked from highest to lowest total point scores. Negotiations shall commence with the offeror receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with an offeror or the District determines that no satisfactory contract can be negotiated.

B. AWARD

1. **AWARD TO ONE OR MORE OFFERORS:** The District reserves the right to award both the financial and procurement audit to a single firm or to award each audit separately, whichever is determined to be in the best interest of the District.
2. **AWARD TO HIGHEST RANKED OFFEROR(S):** Award shall be determined by the highest ranked, responsive, and responsible offeror(s) whose offer is determined to be the most advantageous to the District.

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the District Procurement Manager.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor’s insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the District Procurement Manager, (2) documentation

regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the District Procurement Manager, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the District Procurement Manager shall be void and of no effect.

DISCUSSIONS WITH OFFERORS: After opening, the District Procurement Manager may, in his sole discretion, initiate discussions with you to discuss your proposal. Discussions are possible only if your proposal is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FORCE MAJURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

B. SPECIAL

SUBMITTAL: The District shall receive all proposals **no later than 11:00 A.M. on March 8, 2022.**

Important: **Clearly mark the outside of the envelope, box, or package, with the following information:**
RFQ No. DO-12422
ANNUAL AUDIT SERVICES FOR FINANCE AND PROCUREMENT

Proposals should be sent via United States Postal Service, courier service, or hand-delivered to:

Susan Crosby, District Procurement Manager
Office of Finance
500 Forest Circle
Walterboro, SC 29488

All offerors are solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the offeror's chosen means of delivery. The District is not liable for misdirected submissions that are not clearly marked for proper delivery.

Any proposal received after the due date and time shall be rejected.

CONTENTS OF OFFER (RFQ):

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

CHANGES:

- A. Contract Modification. By a written order, at any time, and without notice to any surety, the District Procurement Manager may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - 1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
 - 2) method of shipment or packing;
 - 3) place of delivery;
 - 4) description of services to be performed;
 - 5) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - 6) place of performance of the services.

Subparagraphs (1) to (3) apply only if supplies are furnished under this contract. Subparagraphs (4) to (6) apply only if services are performed under this contract.

- B. Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

- C. Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the District Procurement Manager in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
- D. Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

CLARIFICATION: Pursuant to Article 5, Section 1530.6, the District Procurement Manager may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Office of Finance to the attention of District Procurement Manager. **Colleton County School District shall be listed as Certificate Holder.**

The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000

PROFESSIONAL LIABILITY

Errors & Omissions	\$2,000,000
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BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit	\$1,000,000
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WORKERS COMPENSATION: State Statutory

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30-day notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Colleton County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and

other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

RESPONSIBILITY DETERMINATIONS Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts. The unreasonable failure of a proposer or Offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer or Offeror. Failure to provide requested information may result in rejection of a solicitation response or debarment of the proposer.

TERMINATION FOR CONVENIENCE: The District Procurement Manager may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the District Procurement Manager may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the District Procurement Manager: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

OFFEROR'S NAME: _____

VIII. COST PROPOSAL FORM

**RFQ DO-12422
ANNUAL AUDIT SERVICES FOR FINANCE AND PROCUREMENT**

Notwithstanding any other instructions herein, you shall submit the following price information as a separate sealed document labeled COST PROPOSAL.

DESCRIPTION	COST
COMPLETE YEARLY FINANCIAL AUDIT	
Fiscal Year 2021-2022	\$
Fiscal Year 2022-2023	\$
Fiscal Year 2023-2024	\$
Fiscal Year 2024-2025	\$
Fiscal Year 2025-2026	\$
Cumulative Financial Total for five years (A)	\$
COMPLETE PROCUREMENT AUDIT	
Fiscal Year 2021-2022	\$
Fiscal Year 2022-2023	\$
Fiscal Year 2023-2024	\$
Fiscal Year 2024-2025	\$
Fiscal Year 2025-2026	\$
Cumulative Procurement Total for five years (B)	\$
TOTAL COMBINED COST (A+B)	
OTHER SERVICES	
ADDITIONAL SERVICES (Hourly Rate)	
Attach a separate sheet reflecting hourly rates that may be charged for additional work that is identified to be over and above the scope of the contract. Rates should be broken down by staff classification.	

*Firms shall not incur any expenses until the contract has been finalized by evidence of an executed purchase order.

*In compliance with this solicitation, and subject to all terms and conditions thereof, the offeror agrees to furnish all items and/or services upon which prices are quoted, at the price quoted as specified. By submitting an offer/proposal, I am certifying that the above quote is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud.

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____
(Person signing must be authorized to submit a binding offer to enter contract on behalf of Offeror named above.)

TYPED NAME AND TITLE: _____

DATE: _____

IX. ATTACHMENTS TO SOLICITATION

- A. Offeror's Checklist**
- B. Minority Participation Affidavit**
- C. Vendor Reference Check**
- D. Vendor Questionnaire**

ATTACHMENT A

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Web site:

Review this checklist prior to submitting your proposal
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS.
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- PROOF READ YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***PLEASE DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED. PLEASE DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED.***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED.
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, PLEASE DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE. **IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS. PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes
Responsiveness will be evaluated against the solicitation **not** against this checklist.
You do not need to return this checklist with your response.

ATTACHMENT B

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity? (Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- _____ Traditional minority
- _____ Traditional minority, but female
- _____ Women (Caucasian females)
- _____ Hispanic minorities
- _____ Temporary certification
- _____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

ATTACHMENT C

VENDOR REFERENCE CHECK

The Offeror must complete this profile & questionnaire, which may be used in the evaluation process to help determine if an offeror is responsible. Six references are requested, with three (3) being SC Public School entities.

Vendor Name			
Years in business under this name			
Current licenses:			

REFERENCES

The references provided below should reflect services of similar scope within the last 3 years.

Reference #1

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #2

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #3

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

ATTACHMENT C

Reference #4

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #5

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #6

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

ATTACHMENT D

VENDOR QUESTIONNAIRE

1. How can your firm help the District improve its financial performance?
2. What would be the advantages/disadvantages of the District contracting with your audit firm?
3. How are your fees determined, and how would you propose to minimize the fees and still maintain your quality standards in this audit?
4. What is the range of management, and other consulting services your firm can offer without affecting your independence?
5. Do you regularly furnish suggestions for improvements in controls and operational efficiencies?
6. What type of support services (newsletters, industry programs, etc.) and information consultation can your firm provide to the District?
7. Is your firm independent of the District?
8. Does your firm meet all SEC Practice Section membership requirements?
9. Provide your firm's last peer review and if there any deficiencies cited?
10. Is your firm a member of the SEC Practice Section of the AICPA Division of Firms?
11. Briefly describe the quality control systems in your firm.
12. Has your firm ever been cited for substandard audit work? If any, describe the citation and explain how the citation was resolved.
13. Provide any additional information believed to be helpful in the decision process. If there is no additional information to present, state in this section, "There is no additional information we wish to present."
14. The District may desire management advisory services from its auditing firm. For our information, discuss your firm's ability to provide such services and the costs we should expect.

The District has used the services of its external auditor for other auditing services beyond the annual financial audit. Discuss your firm's ability to provide such services and the costs we would expect.