



**Beaufort-Jasper ACE**

Solicitation Number: 24-2  
Date Printed: April 5, 2024  
Date Issued: April 5, 2024  
Director: Dr. Mike Lovecchio  
Phone: 508-840-4800  
Email: Lovecchiom@bjace.org

**Request for Qualifications (RFQ)**

DESCRIPTION: Professional Auditing Services  
SUBMIT OFFER BY (Opening Date & Time): April 19, 2024 @ 4:00 PM  
QUESTIONS MUST BE RECEIVED BY: April 12, 2024  
NUMBER OF COPIES TO BE SUBMITTED: Seven (7) Original Signed Copies and One (1) Redacted Version on CD

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

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

Beaufort-Jasper Academy for Career Excellence  
80 Lowcountry Drive Ridgeland, SC 29936

**AWARDS & AMENDMENTS:**

Award will be posted at the Physical Address stated above on or after April 19, 2024. The award, this solicitation, and any amendments will be posted at the following web address: [www.bjace.org](http://www.bjace.org)

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer) ENTITY TYPE:

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

PRINTED NAME TITLE

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.

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office/ Principal place of business):	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent):
<b>PHONE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent):	<b>ORDER ADDRESS</b> (Address to which all purchase orders will be sent):
<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)

<b>ACKNOWLEDGEMENT OF AMENDMENTS:</b>	<u>Amendment Number</u>	<u>Amendment Issue Date</u>
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.		

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

### **1.0.1 ACQUIRE SERVICES:**

Beaufort Jasper Academy of Career Excellence (hereinafter, “BJACE”) invites all qualified providers to provide the facility with external **Professional Auditing Services**, complying with the enclosed description and/or specifications and conditions for this solicitation.

### **1.0.2 MAXIMUM CONTRACT PERIOD (ESTIMATED):**

May 2024 through April 2029

## **2.0 INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS**

### **2.0.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015):**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT – EVEN IF NOT CAPITALIZED. THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT – means a document issued to supplement the original solicitation document.

BCSD – means the Beaufort County School District

BJACE – means Beaufort Jasper Academy of Career Excellence

BOARD – means the elected Board of Education of the Beaufort County School District

BUYER – means the Director of BJACE

CHANGE ORDER- means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT MODIFICATION- means a written order signed by the Director, directing the contractor to make changes which the changes clause of the contract authorizes the Director to order without the consent of the contractor.

CONTRACTOR- means the Offeror receiving an award as a result of this solicitation.

COVER PAGE- means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

E-RATE – The terms “E-Rate” and “Program” refer to the E-Rate Program and are interchangeable.

LOWEST CORRESPONDING PRICE (LCP) – means the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-Rate applicant for similar services. See 47 CFR § 54.500(f).

OFFER- means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer”.

OFFEROR- means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provision entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”

ORDERING ENTITY- Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO- means the second page of the original solicitation, which is labeled Page Two.

YOU and YOUR- mean Offeror.

SOLICITATION -means of this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR- means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

#### 2.0.2 AMENDMENTS TO SOLICITATION (JAN 2004):

- a) This solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:  
[www.bjace.org](http://www.bjace.org)
- b) Offerors shall acknowledge receipt of any amendment to this solicitation
  - 1) by signing and returning the amendment,
  - 2) by identifying the amendment number and date in the space provided for this purpose on Page Two,
  - 3) by letter, or
  - 4) by submitting a bid that indicates in some way that the bidder received the amendment.
- c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

#### 2.0.4 AWARD NOTIFICATION (FEB 2015):

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

#### 2.0.5 BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):

By submitting Your Bid or Proposal, you are offering to enter into a contract with the BJACE. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror in this solicitation. An Offer may be submitted by only one legal entity, “joint bids” are not allowed.

2.0.6 BID ACCEPTANCE PERIOD (JAN 2004):

In order to withdraw Your Offer after the minimum period specified on the Cover Page, you must notify the Director of BJACE in writing.

2.0.7 BID IN ENGLISH & DOLLARS (JAN 2004):

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

2.0.8 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

a) By submitting an offer, the offeror certifies that –

- 1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
  - (i) Those prices
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
- 2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- 1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- 2)
  - (i) Has been authorized, in writing, to act as agent for the offeror’s principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision

- (b)(2)(i), the term “principals” means the person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraph(s) (a)(1) through (a)(3) of this certification.
- c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.0.10 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

- a) By submitting on Offer, Offeror certifies, to the best of its knowledge and belief, that-
- 1) Offeror and/or any of its Principals-
    - i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - ii) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.
  - 2) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- b) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- c) Offeror shall provide immediate written notice to the Director if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) If Offeror is unable to certify the representations stated in paragraphs a) 1) and 2), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror’s responsibility. Failure for the Offeror to furnish additional information as requested by the Director may render the Offeror non-responsible.
- e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed

by a prudent person in the ordinary course of business dealings

- f) The certification in paragraph a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to BJACE, the Director may terminate the contract resulting from this solicitation for default.

#### 2.0.11 CODE OF LAWS AVAILABLE:

BJACE follows the rules and regulations of the Beaufort County School District Procurement Code and it is available at <http://beaufortschools.net>. The South Carolina Regulations are available at <http://www.scstatehouse.net/coderegs/statmast.htm>.

#### 2.0.12 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are:

- a) Preventing the existence of conflicting roles that might bias a contractor's judgment, and
- b) Preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

#### 2.0.13 DEADLINE FOR SUBMISSION:

Any offer received after the Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing mail room at 2900 Mink Point Blvd, which services that purchasing office prior to the bid opening (R.19-445.2070(H)).

#### 2.0.14 DRUG FREE WORKPLACE CERTIFICATION (JAN 2004):

By submitting an Offer, Offeror certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

#### 2.0.15 DUTY TO INQUIRE (FEB 2015):

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its



Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to BJACE's attention.

#### 2.0.16 ETHICS CERTIFICATE (MAY 2008):

By submitting an Offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention:

- a) Section 8-13-700, regarding use of official position for financial gain;
- b) Section 8-13-705, regarding gifts to influence action of public official;
- c) Section 8-13-720, regarding offering money for advice or assistance of public official;
- d) Sections 8-13-755 and 8-13-760, regarding restriction on employment by former public official;
- e) Section 8-13-755, prohibiting public official with economic interest from acting on contracts;
- f) Section 8-13-790, regarding recovery of kickbacks;
- g) Section 8-13-1150, regarding statements to be filed by consultants; and
- h) Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Director at the same time the law requires the statement to be filed.

#### 2.0.17 OMIT TAXES FROM PRICE (JAN 2004):

Do **not** include any sales or use taxes in your price that BJACE may be required to pay.

#### 2.0.18 PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

- c) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity**, unless otherwise approved in writing by the Director. All communications must be solely with the Director.
- d) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. **You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named**

**subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.**

2.0.19 PUBLIC OPENING (JAN 2004):

Offers will be publicly opened at the date/time and at the location identified on the cover page, or last Amendment, whichever is applicable.

2.0.20 QUESTIONS FROM OFFERORS (FEB 2015):

- a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Director no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Director, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**
- b) BJACE seeks to permit maximum practicable competition. Offerors are urged to advise the Director – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

2.0.21 REJECTION/CANCELLATION:

BJACE may cancel this solicitation in whole or in part. BJACE may reject any or all proposals in whole or in part. A minimum of three bids is desired. If less than three bids are received, BJACE will make a determination.

2.0.22 RESPONSIVENESS / IMPROPER OFFERS (JUN 2015):

- a) Bid as Specified: Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- b) Multiple Offers: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate Offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple Offers may be submitted as one document, provided that you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer, if applicable.
- c) Responsiveness: Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to BJACE cannot be determined. Offerors will not be given an opportunity to correct

any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Director. [R.19-445.2070 and Section 11-35-1520(13)]

- d) Price Reasonableness: Any Offer may be rejected if the Director determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- e) Unbalanced Bidding: BJACE may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to BJACE even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provision of the solicitation.

#### 2.0.23 SIGNING YOUR OFFER:

Every Offer must be signed by an individual with actual authority to bind the Offeror.

- a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
- b) If the Offeror is a partnership, the Offer must be submitted in the partnership name followed by the words "by its Partner", and signed by a general partner.
- c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
- d) An Offer may be submitted by a Joint Venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a Joint Venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the Joint Venture in the manner prescribed in paragraphs a) through c) above for each type of participant.
- e) If an Offer is signed by an Agent, other than as stated in subparagraphs a) through d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the Agent's authorization to bind the principal.

#### 2.0.24 BJACE OFFICE CLOSINGS:

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the BJACE office designated for receipt of bids 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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If BJACE offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

#### 2.0.25 SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)):

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- a) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either
  - 1) a trade secret as defined in Section 30-4-40(a)(1) or
  - 2) privileged and confidential, as that phrase is used in Section 11-35-410.
- b) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
- c) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.
- d) All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (Bid, Proposal, Quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, BJACE may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page.
- e) By submitting a response to this solicitation or request, Offeror:
  - 1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
  - 2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
  - 3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
- f) In determining whether to release documents, BJACE will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "confidential" or "trade secret" or "PROTECTED".
- g) By submitting a response, Offeror agrees to defend, indemnify and hold harmless BJACE, its officers, and its employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

#### 2.0.26 SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015):

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Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the following instructions:

- a) 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 bid. Do not modify the solicitation document itself (including bid schedule).
- b)
  - 1) All copies of the Offer or, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package.
  - 2) Submit your offer or modification to the address on the Cover Page.
  - 3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder.  
If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the fact thereof.
- c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.
- d) Submit the number of copies indicated on the Cover Page.
- e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

#### 2.0.27 WITHDRAWAL OR CORRECTION OF OFFER:

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

### 2.1 SPECIAL INSTRUCTIONS:

#### 2.1.1 BACKGROUND CHECKS:

Any and all persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on BJACE property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on BJACE property. The contractor/vendor is solely responsible for any and all fees and/or charges associated with completion of the background check(s) required herein. BJACE reserves the right to deny access to any employee, contractor or person caused to be present on BJACE property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

You shall obtain a background check directly through the vendor we use for employee and volunteer screening. The cost is \$19.95 per person.

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<http://beaufortschools.net/cms/One.aspx?portalId=170925&pageId=302144>

For more information, please visit the website using the URL above.

#### 2.1.2 BOARD APPROVAL REQUIRED (JAN 2006):

Any award is subject to prior approval by the BJACE Board.

#### 2.1.3 CLARIFICATION (NOV 2007):

Pursuant to Section 11-35-1520(8), the Director may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of this 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.

#### 2.1.4 CONTENTS OF OFFER (RFP) – (FEB 2015):

- 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 RFP. Emphasis should be on completeness and clarity of content.
- c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a 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.

#### 2.1.5 MAGNETIC MEDIA -- REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, USB drive. Submit the number of copies indicated on the cover page. Your technical/business and cost proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether contents address technical proposal or business proposal. If multiple disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each electronic copy must be identical to the original hard copy. File format shall be compatible with Microsoft Office (Version 2003 or later) or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Director must be able to view, search, copy and print electronic documents without a password.

#### 2.1.6 MAIL PICK-UP:

The District picks up mail from the USPS Drawer 309 once daily around 8:30 a.m. excluding weekend and holidays. (See deadline for submission of offer Page 1) Please note that it is the vendor's responsibility to be sure their proposal arrives at the Procurement Department – District Office at the specified date and time.

### 3.0 SCOPE OF WORK/SPECIFICATIONS

Beaufort Jasper Academy of Career Excellence (BJACE) is soliciting proposals from qualified firms of certified public accountants to audit its financial statements and related notes to its financial statements for the fiscal years ending June 30, 2024, 2025, 2026, 2027 and 2028. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2003), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

#### 3.0.1 PERFORMANCE LOCATION:

After award, all deliveries shall be provided to the locations specified by this Solicitation and any other additional sites that may be added.

### 3.1 SCOPE OF WORK:

3.1.1 Beaufort Jasper Academy of Career Excellence desires the auditor to express an opinion on the fair presentation of the school's governmental activities and each major fund as of the end of each fiscal year and the respective changes in financial position for the year then ended, in accordance with accounting principles generally accepted in the United States of America. The auditor is not required to audit the introductory section of the report or supporting schedules that may be contained in the annual financial report.

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

BJACE does not prepare an Annual Comprehensive Financial Report (ACFR). Additionally, federal funds received by BJACE historically do not exceed the amount required for a schedule of expenditures of federal awards.

#### 3.1.2 AUDITING STANDARDS TO BE FOLLOWED:

To meet the requirements of this request for proposals, the audit shall be performed in accordance with:

- a) generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants,
- b) the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (2003), known as the Yellow Book

- c) the provisions of the Single Audit Act of 1984 (as amended in 1996) and
- d) the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.

### 3.1.3 REPORTS TO BE ISSUED:

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- a) A report on the fair presentation of the financial statements in conformity with general accepted accounting principles
- b) A report on compliance and internal control over financial reporting based on an audit of financial statements.
- c) A report on compliance and internal control over compliance applicable to each major federal program.

The auditor must comply with SAS No. 115 which has two unconditional requirements:

- The auditor must evaluate identified control deficiencies and determine whether those deficiencies, individually or in combination, are significant deficiencies or material weaknesses.
- The auditor must communicate, in the required report(s) on compliance and internal controls, significant deficiencies and material weaknesses to management and those charged with governance. This communication includes significant deficiencies and material weaknesses identified and communicated to management and those charged with governance in prior audits but not yet remediated.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: BJACE Board, Superintendents, BJACE Director and the BCSD Chief Financial Officer.

Auditors shall assure themselves that Beaufort Jasper Academy of Career Excellence is informed of each of the following:

- a) The auditor's responsibility under generally accepted auditing standards
- b) Significant accounting policies
- c) Management judgments and accounting estimates
- d) Significant audit adjustments
- e) Other information in documents containing audited financial statements
- f) Disagreements with management
- g) Management consultation with other accountants
- h) Major issues discussed with management prior to retention
- i) Difficulties encountered in performing the audit



3.1.4 SPECIAL CONSIDERATIONS:

- a) In accordance with South Carolina law, Beaufort County School District manages and oversees the financial operations of BJACE. Correspondence shall be made with the Beaufort County School District Finance Department as well as the Director and Bookkeeper of BJACE.
- b) The auditor should be available to provide accounting expertise as needed to the Beaufort County School District staff.

3.1.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

All working papers and reports must be retained, at the auditor’s expense, for a minimum of three (3) years, unless the firm is notified in writing by Beaufort Jasper Academy of Career Excellence of the need to extend the retention period. The auditor will be required to make working papers available, upon request by Beaufort Jasper Academy of Career Excellence.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

3.2 DESCRIPTION OF SCHOOL DISTRICT:

- a) Name and Telephone Number of Contact Persons / Location of Offices.

The auditor’s principal contact with Beaufort Jasper Academy of Career Excellence will be Tonya Crosby, CPA, Chief Financial Officer (843-322-2397), or a designated representative, who will coordinate the assistance to be provided by Beaufort Jasper Academy of Career Excellence to the auditor. The primary location of records is 80 Lowcountry Drive, Ridgeland, South Carolina.

- b) **BEAUFORT JASPER ACADEMY FOR CAREER EXCELLENCE**  
 Beaufort Jasper Academy for Career Excellence is a completely autonomous governmental agency, with its own Revenue Sources and a totally separate accounting system. BJACE is one school with approximately 400 students. BJACE has responsibility for selection of an Independent Auditor to meet its audit responsibilities.

The audits will include

	FY 2022-23 Budgeted Revenue and Other Financing Sources	Number of Individual Sub-funds
Governmental Funds:		
General Fund	\$3,008,546	1
Special Revenue Fund:		
Education Improvement Act	\$208,418	4
Special Projects Fund	\$203,642	5

c) MAGNITUDE OF FINANCE OPERATIONS

BJACE financial operations are managed at the school by the bookkeeper, Antoinette Heyward, and the Director, Michael Lovecchio. Financial management and oversight of BJACE finances are the responsibility of Tonya Crosby, CPA, Chief Financial Officer of the Beaufort County School District (BCSD) with assistance of Katie Abar, Budget Analyst. The BCSD finance department consists of approximately eleven(11) employees who process various functions of BJACE. The principal functions performed and the numbers of employees assigned to each function who work on BJACE functions are as follows:

<u>Function</u>	<u>Number of Employees</u>
Accounting	2
Payroll	1
Accounts Payable	2
Budgeting	2
Procurement/Contracts	2
Grants	2

d) COMPUTER SYSTEMS

Presently BJACE uses MUNIS financial software.

3.3 SCHEDULE FOR 2024 FISCAL YEAR AUDIT

- 3.3.1 A pre-audit conference will be held with the BJACE Director and BCSD Chief Financial Officer no later than one calendar month prior to the end of each fiscal year to be audited in order to discuss the scope and timing of the audits and any related consulting services desired.
- 3.3.2 The auditor may commence audit-related work upon execution of the contract by BJACE. BJACE records will be made available prior to June 30 for purposes of interim testing. At any time during the audit period, the auditor may be required to meet with officials to discuss the audit or related matters.
- 3.3.3 The Auditor will provide written monthly progress reports commencing July 31<sup>st</sup>, on the status of each audit in progress. Such reports shall detail work accomplished to-date, problems encountered which effect the audit’s progress, and recommendations for resolution of such problems. **District staff will have year-end records available no later than September 18, 2024.**
- 3.3.4 Not later than November 2, an exit interview must be scheduled with the Chief Financial Officer to review a preliminary draft of the financial statements and any management letter items.
- 3.3.5 Not later than November 2, a proofed preliminary drafts of the school’s Basic Financial Statements must be delivered to the BCSD Chief Financial Officer for review. BCSD staff will be responsible for preparing Management’s Discussion and Analysis but the auditing firm will be responsible for the actual publication of the document. A draft must be forwarded to the Chief Financial Officer reflecting changes noted on the first draft within three days after the school district staff reviews and returns the first draft.

Not later than November 16, the final copy of the Report on Financial Statements must be electronically delivered to the Chief Financial Officer for printing, binding and distribution in order to meet the December 1 deadline of the SC Department of Education. In addition to this final copy, a complete PDF file of the final copy and an HTML version of the final copy must be provided for posting to the school’s

website.

The lead auditor must be available to present the audit in person at a BJACE Board meeting in December or January.

- 3.3.6 If required, the 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.

#### 3.4 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

##### 3.4.1 Finance Department and Clerical Assistance:

The BCSD finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmation will be the responsibility of Beaufort Jasper Academy of Career Excellence.

##### 3.4.2 Work Area, Telephones and Photocopying:

Beaufort Jasper Academy of Career Excellence will provide the auditor with reasonable workspace, desks, and chairs. The auditor will also be provided with access to telephone lines, internet and photocopying facilities.

##### 3.4.3 Report Preparation:

Report preparation, editing and electronic submission of one original report shall be the responsibility of the auditor.

- 3.4.5 Prior year audit reports may be e-mailed to prospective bidders or can be found on BJACE's website under [Public Documents - Academy for Career Excellence Beaufort/Jasper \(bjace.org\)](#)

- 3.4.6 Beaufort Jasper Academy of Career Excellence follows the Beaufort County School District Procurement Code and is also available at <https://www.beaufortschools.net/about-us/departments/finance/purchasing-procurement>

#### 4.0 INFORMATION FOR OFFEROR TO SUBMIT:

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all goods and services meet the requirements of this RFP.

- 4.0.1 The **Technical Proposal** shall include the information listed below, tabbed and indexed in the following RFP #24-2

sequence:

4.0.1.1. Offeror shall submit a signed Cover Page and Page Two.

4.0.1.2 Cover Letter:

The Offeror will provide a cover letter describing a brief history of the Offeror and its organization identifying your proposal's principle strengths. The letter will indicate the principal or officer of the Offeror organization who will be the District's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of the Offeror. An Officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the Cover Page.

4.0.1.3 Table of Contents:

Clearly identify the material by section and by page number.

4.0.1.4 Narrative on the approach to the Scope of Work:

- a) Briefly state your firm's understanding of the work to be done and make positive commitment to perform the work using format of EXHIBIT A.
- b) Open lines of communication with staff and the Board are essential. Briefly describe your methodology of communicating.

4.0.1.5 Schedule of Events:

Using format of EXHIBIT B provide the following:

- a) Audit methodology and approach.
- b) Proposed time schedule for conducting the audit, detailed by each major audit objective.
- c) Proposed timeline for work schedules and deadlines. (Must comply with the requirements indicated in Section 3.3.)

4.0.1.6 Offeror's Experience:

- a) Describe the firm's experience in audits of School Districts or other governmental organizations using EXHIBIT C.
- b) Describe the firm's experience with preparing a Comprehensive Annual Financial Report.

- c) Describe the firm’s experience assisting clients with the submission of the GFOA’s Certificate of Achievement for Excellence in Financial Reporting using the format in EXHIBIT D.
- e) Explain the firm’s experience with federal education programs such as No Child Left Behind (NCLB) and Individuals with Disabilities Education Act (IDEA).

4.0.1.7 Personnel Staffing:

Project organization and summary of the individual staff qualifications using the format of EXHIBIT E.

- a) Identify the individuals who will work on the engagement. Resumes may be included as an appendix.
- b) Describe the level of the experience in auditing for the individuals assigned to the engagement. Describe their experience in the governmental sector, especially in School Districts. Also, describe the relevant educational background of each individual.

4.0.1.8 Questions / Answers – List the following questions with your answers:

- a) Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance? Exclude routine interpleaded action, garnishments, and similar routing matters that do not reflect on your contract performance. If you answer to this is “yes,” explain fully.
- b) Have you had engagements with South Carolina School Districts or other governmental organizations?
- c) List all engagements with South Carolina governmental agencies in the last three (3) years.

4.0.1.9 Section 8 – Attachments to this solicitation

4.0.1.10 All objections, exceptions and observations regarding the specified Services and requirements collated in a separate document with regards to specific Section to which the offeror objects, takes exception(s), or provide(s) observation

Offeror should submit all other information and documents requested in this part and in parts 2.1 - Special Instructions; 3.0 - Scope of Work; 5.0 - Qualifications; 8.0 - Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section 9.0 - Attachments to Solicitations.

**4.0.3 Cost Proposal:**

The Offeror must submit the cost proposal, in the form of the Bid Form in a separate sealed envelope, clearly marked **Cost Proposal**.

## 5.0 QUALIFICATIONS:

### 5.0.1 QUALIFICATIONS OF OFFEROR:

To be eligible for award of a contract, a prospective Contractor must be responsible. In evaluating an Offeror's responsibility, the BCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the BJACE, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

### 5.1. QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked "Exceptions" and clearly detailed in proposer's response.

- a) The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.
- b) Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.
- c) A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.
- d) A list of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.
- e) Must have a clear understanding of industry standards and best practices.
- f) Offeror shall provide with their proposal copies of all appropriate certifications, licenses and permits, as well as evidence to support the documentation.
- g) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and

regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.

- h) List of failed projects, suspensions, debarments, and significant litigation.
- i) List of at least five (5) references of similar projects for these services.
- j) Pictures showing implementation of vendor's equipment/solution.

## 5.2 SUBCONTRACTOR IDENTIFICATION:

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that 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 BJACE may evaluate your proposed Subcontractors

## 6.0 AWARD CRITERIA:

### 6.0.1 AWARD CRITERIA – PROPOSALS:

Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the District.

### 6.0.2 AWARD TO ONE OFFEROR (JAN 2006):

Award will be made to one offeror.

### 6.0.3 EVALUATION FACTORS – PROPOSALS:

Offerors will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the **first factor being the most important**. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

### 6.0.4 EVALUATION FACTORS – PROPOSALS:

Offerors will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the **first factor being the most important**. Once evaluation is complete, all responsive offeror's will be ranked from most advantageous to least advantageous.

Mandatory Requirements:

1. The audit firm is independent and licensed to practice in the State of South Carolina.

2. The firm has no conflict of interest with regard to any other work performed by the firm for the Beaufort County School District.
3. The firm adheres to the instructions in this request for proposal on preparing and submitting this proposal.
4. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

Evaluation Factors:

Expertise and Experience:

1. The firm's past experience and performance on comparable school district engagements specifically experience with single audits.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
3. The firm's past experience and success in local governments who qualify for GFOA "Certificate of Achievement for Excellence in Financial Reporting".

Audit Approach:

1. Adequacy of proposed staffing plan for various segments of the engagement.
2. Adequacy of sampling techniques.
3. Adequacy of analytical procedures.

Cost Proposal:

Submit cost in a separate sealed envelope.

The Selection Committee shall rank the firms whose Cost Proposals are reviewed, on the basis of their combined scores on the scoring of the Technical Proposal and the Cost Proposal. The highest-ranked firm will, with Board approval, be provided the initial opportunity to negotiate a mutually agreeable contract with BJACE in accordance with the parameters of this RFP and the proposer's Proposal including its Cost Proposal.



## 6.0.6 PROPOSAL WARRANTY

Offeror shall represent and warrant that the requirements are fully understood in all matters affecting the performance of the Services, furnishing the labor, supplies, material, and equipment required of these Services; that the proposal has been checked for errors and omissions; that the prices stated are correct and as intended; and that they are a complete and correct statement of prices for performing the work or furnishing the labor, supplies, materials, and equipment in accordance with the contract documents.

## 6.0.7 UNIT PRICE GOVERNS (JAN 2006):

In determining award, unit prices will govern over extended prices unless otherwise stated.

## 7.0 TERMS & CONDITIONS- A. GENERAL

### 7.0.1 ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

- a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Director. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales. Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Director with:
  - i) Proof of the assignment,
  - ii) the identity (by contract number) of the specific District contract to which the assignment applies, and
  - iii) the name of the assignee and the exact address or account information to which assigned payments should be made.
- b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Director prompt written notice of such change.
- c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

### 7.0.2 BANKRUPTCY - GENERAL (FEB 2015):

- 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 Using Governmental Unit. This notification shall be furnished within two (2) 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 BJACE 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 BJACE upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

### 7.0.3 CHOICE OF LAW (JAN 2006):

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.

### 7.0.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

- 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 Director,
  - 2) the solicitation, as amended,
  - 3) documentation of clarifications 11-35-1520(8) or discussions 11-35-1530(6) of an offer, if applicable,
  - 4) your offer,
  - 5) any statement reflecting the District's final acceptance (a/k/a "award"), and
  - 6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation:
- i) a purchase order or other instrument submitted by the BJACE or
  - ii) any invoice or other document submitted by Contractor, or
  - iii) any privacy policy, terms of use, or end user agreement.

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

- c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Director shall be void and of no effect.

### 7.0.5 DISPUTES (JAN 2006):

- a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Director in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Beaufort County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States

Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

- b) Service of Process: Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

#### 7.0.6 EQUAL OPPORTUNITY (JAN 2006):

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.

#### 7.0.7 FALSE CLAIMS (JAN 2006):

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

#### 7.0.8 FIXED PRICING REQUIRED:

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

#### 7.0.9 NO INDEMNITY OR DEFENSE (FEB 2015):

Any term or condition is void to the extent it requires BJACE to indemnify, defend, or pay attorney's fees to anyone for any reason.

#### 7.0.10 NOTICE (JAN 2006):

- 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.
- b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to BJACE shall be to the Director's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

#### 7.0.11 PAYMENT AND INTEREST (FEB 2015):

- a) BJACE shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by BJACE.
- b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two".
- c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, BJACE shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.
- d) Amounts due to BJACE shall bear interest at the rate of interest established by the South Carolina Controller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.
- e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section -34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied a simple interest without compounding.
- f) The District shall have all of its common law, equitable and statutory rights of set-off.

#### 7.0.12 PUBLICITY (Jan 2006):

Contractor shall not publish any comments or quotes by BJACE employees, or include BJACE in either news releases or a published list of customers, without the prior written approval of the Director.

#### 7.0.13 SURVIVAL OF OBLIGATIONS (JAN 2006):

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

#### 7.0.14 TAXES (JAN 2006):

Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by BJACE, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by BJACE. It shall be solely BJACE's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently

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determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by BJACE to Contractor, Contractor shall be liable to BJACE for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

7.0.15 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

7.0.16 THIRD PARTY BENEFICIARY (JAN 2006):

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

7.0.17 WAIVER (JAN 2006):

BJACE does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Director has actual authority to waive any of BJACE's rights under this Contract. Any waiver must be in writing.

**8.0 BIDDING SCHEDULE/COST PROPOSAL**

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