

CITY OF HANAHAN Request for Proposal

Solicitation Number:	
Solicitation Date:	
Proposal Submission Deadline:	
Proposed Award Date:	

City of Hanahan Procurement 1255 Yeamans Hall Road Hanahan, South Carolina 29410 (843) 576-5254



CITY OF HANAHAN PROCUREMENT DEPARTMENT

Kitty Farias: Purchasing Agent 1255 Yeamans Hall Road Hanahan, S.C. 29410

REQUEST FOR PROPOSAL

MUNICIPAL AUDITING SERVICES

PROPOSAL TITLE: MUNICIPAL AUDITING SERVICES

PROPOSAL NUMBER: COH#-032221

CLOSING DATE AND TIME: Monday, April 19, 2021 - 2:00pm

BONDED: YES

<u>CONTRACT</u>: Yearly Renewal up to Three Years. Contract may be renewed on a yearly basis depending upon the City's need and contractor performance values.

The City of Hanahan (hereafter referred to as the City), South Carolina is seeking proposals from qualified independent certified public accounting firms for annual audit services. It is the intent of the City to negotiate a three-year contract, with the second- and third-year contingent upon the successful, timely completion of the first year of the contract. An option to extend the contract through a fourth and fifth year may also be granted. The contract may be canceled if the City determines the audit services to be unsatisfactory. In the event of negotiation(s) with Respondents - prices may not be divulged at the time of an open announcement.

*Questions regarding this bid, must be submitted by **April 12, 2021 at 12 P.M EST**. Questions may be emailed to kfarias@cityofhanahan.com.

CONTACT:

Kitty Farias (843) 576-5254

EMAIL: kfarias@cityofhanahan.com

PRE-PROPOSAL CONFERENCE: No pre-proposal conference will be held.

An official authorized to bind the Offeror must sign the proposal and it shall contain a statement to the effect that the proposal shall remain valid for a period of at least (ninety) 90 calendar days from the closing date for submission of an offer. The proposal must be submitted in a sealed envelope showing the above

proposal title, proposal number and closing date/time and Offeror's business name and address. This Request for Proposal does not commit City of Hanahan to award a contract, to pay any cost incurred in the preparation of a bid proposal or to procure or contract for the articles of goods or services. The City of Hanahan reserves the right to accept or reject any or all Offers, or submissions received as a result of this request, to negotiate with all qualified Respondents, or to cancel in part or in its entirety this proposal if it is in the best interest of the City to do so.

Respondents can download a copy of the solicitation document and any amendments from the City of Hanahan Web Site (preferred) <u>Purchasing - City of Hanahan</u> or request by email to kfarias@cityofhanahan.com:

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SECTION 1 GENERAL INFORMATION

Proposals will be considered as specified herein or attached hereto under the terms and conditions of this solicitation.

A proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in black ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Submissions are to include all applicable requested information and are encouraged to include any additional information they wish to be considered. Additional information shall be a separate section of the proposal and shall be identified as such.

Two (2) clearly identified originals of your bid are required. The proposal must be complete, clear, and concise.

Offers will be received by **City of Hanahan until April 19, 2021at 2:00 P.M**. on the closing date shown. Submissions must be submitted to, or at the time, date and exact location specified to be considered. **No late submissions, mailed, telegraphic, or telephone offers will be accepted.**

HAND CARRY/DELIVERY SERVICE TO:

City of Hanahan Procurement Office ATTN: Kitty Farias 1255 Yeamans Hall Road Hanahan, S.C. 29410

Offerors are required to have printed on the envelope or wrapping containing their proposal; Respondent's business name and address, the proposal title, proposal number and the proposal closing date and time. City of *Hanahan shall not be responsible for unidentified submissions*. Failure to do so can result in a **non-responsive bid**.

Offers may be withdrawn by Respondent prior to, but not after, the time set for the closing. A telegraphic or (Email) request is acceptable provided it is received before the closing.

All entries shall be entered in ink or type written and shall remain valid for a period of not less than ninety (90) calendar days. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.

Offers, amendments thereto or withdrawal requests must be received by the time advertised for closing date to be timely filed. It is the Offeror's sole responsibility to ensure that the documents are received by the person (or office) at the time indicated in the solicitation document.

By submission of an offer, you are guaranteeing that all goods, workmanship and/or services meet the requirements of the solicitation during the contract period.

City of Hanahan reserves the right:

- To accept or reject any or all Offers/submissions received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the City to do so;
- To waive any or all informalities;
- To solicit additional information from the Respondents, or any one Respondent should City of Hanahan deem such information necessary;
- To consider modifications received at any time before the award is made, if such action is in the best interest of the City; and
- To negotiate contract terms, conditions, and budget/cost.

This contract will be awarded to the Offeror whose bid/proposal is within the competitive range and determined to be in the best interest of City of Hanahan.

The words "Contractor", "Vendor", "Bidder", "Respondent", "Consultant", "Proposer", Offeror are used interchangeably throughout this solicitation to define the companies submitting offers, and replace terms such as person(s), firm(s), or corporation(s).

The Respondent is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the Proposal, or it shall be deemed waived.

Failure to submit all required information may be determined as a non-responsive proposal.

This solicitation does not commit City of Hanahan to award a contract, to pay any cost incurred in the preparation of a proposal or to procure or contract for the articles of goods or services.

AMENDMENTS: If it becomes necessary to revise any part of this solicitation, an amendment will be posted on the Web Page at the address provided on the Cover Sheet. All amendments become part of the Request for Proposal and are contractually binding whether or not received by the Bidder.

SECTION 2 TERMS AND CONDITIONS

CONTRACTOR LICENSE REQUIREMENT:

The contractor shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances, and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

INSURANCE:

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall be submitted ten (10) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

General Liability

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

Minimum Limits

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

Automobile Liability

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

Minimum Limits

Automobile Liability:

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

Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability - \$1,000,000.

Professional Liability

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

Coverage Provisions

- 1. All deductibles or self-insured retention shall appear on the certificate(s) and shall appear on the certificate(s) and be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 2. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided by the City, its officers/officials/assigns/employees, or volunteers.
- 3. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials/assigns/agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
- 4. The bidder shall furnish the City certificates of insurance including endorsement affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- 5. The City of Hanahan, its' officers/officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers Liability.
- 6. The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
- 7. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- 8. All coverage for subcontractors of the bidder shall be subject to all the requirements stated herein.
- 9. All insurance shall be placed with insurers maintaining A.M. Best rating of no less than an A.

QUALITY ESTIMATES:

City of Hanahan does not guarantee to purchase any amount [services] under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: IF APPLICABLE

Any deviation from specifications **must** be clearly indicated by offeror, otherwise, it will be considered that the bid proposal is in strict compliance. Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship, and performance characteristics. Alternate bid proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS:

The City of Hanahan reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

TAXES:

Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state or city government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry. The City of Hanahan is not tax exempt.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from the City of Hanahan.

PATENTS, COPYRIGHTS, ETC.:

The Contractor shall release, indemnify, and hold the Buyer, its officers, agents, and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD:

The City of Hanahan <u>may award multiple contracts</u> as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose bid proposal is determined to be the most advantageous to the City of Hanahan, taking into consideration price and the other evaluation factors that may be set forth in this solicitation.

NON-COLLUSION:

By signing the proposal/bid the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Request for Bid, designed to limit independent bidding or competition. (See Attached Statement of Non-Collusion).

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.

ETHICS CERTIFICATE:

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: **Section 8-13-700**, regarding use of official position for financial gain; **Section 8-13-705**, regarding gifts to influence action of public official; **Section 8-13-755** and **8-13-760**, regarding restrictions on employment by former public official; **Section 8-13-775**, prohibiting

public official with economic interests from acting on contracts; **Section 8-13-790**, regarding recovery of kickbacks; **Section 8-13-1150**, regarding statements to be filed by consultants; and **Section 8-13-1342**, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The City 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 procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

CANCELLATION:

The City may cancel its participation upon thirty days (30) written notice, unless otherwise limited or stated in the terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to contractor default may be immediate.

DEFAULT AND REMEDIES:

Any of the following events shall constitute cause for the City of Hanahan to declare contractor in default of the contract: 1. **Nonperformance of contractual requirements**; 2. **A material breach** of any term or condition of this contract the City of Hanahan shall issue a written notice of default providing a period in which contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate contractor's liability for liquidated or other damages. If the default remains, after contractor has been provided the opportunity to cure, the City of Hanahan may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS:

All supplies, services and equipment offered and furnished shall comply fully with all applicable Federal, State and City laws and regulations.

CONFLICT OF TERMS:

In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

HOLD HARMLESS:

The contractor shall release, protect, indemnify, and hold the City of Hanahan and their respective, officers, agencies, employees, harmless from and against any damage, cost, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

RISK OF LOSS:

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release contractor from any obligation hereunder.

JURISDICTION:

Contractor acknowledges that it is subject to the jurisdiction and process of the City of Hanahan as to all matters and disputes arising pursuant to the Agreement and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political subdivisions. Contractor agrees to execute all agreements necessary to accomplish this provision.

AMENDMENTS:

The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the designated City of Hanahan contract administrator.

ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, **without the prior written approval** of the City of Hanahan designated contract administrator.

NOTE: If Contractor intends to hire subcontractors, they must be listed by the Contractor in the bid documents.

NONDISCRIMINATION:

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973**, or the **Americans with Disabilities Act of 1990** which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in very subcontract relating to purchases by the States to ensure that subcontractors and vendors are bound by this provision.

ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE: By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. 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". Bidder agrees to include in any contracts with its subcontractors' language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the subsubcontractor's language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the City for any loss suffered by the City as a result of such contractor, subcontractor, or sub-subcontractor's failure to comply with the Act.

FEDERAL, STATE AND LOCAL LAWS: The contractor assumes full responsibility and liability for compliance with all local, state, and federal laws and regulations applicable to Contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

SEVERABILITY:

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PAYMENT:

Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card."

FORCE MAJEURE:

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY OF HANAHAN may terminate this contract after determining such delay or default will prevent successful performance of the contract.

FIRM PRICE:

Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES:

In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: The City of Hanahan is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST:

The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any the City of Hanahan participants to any officer or employee of the City of Hanahan to secure favorable treatment with respect to being awarded this contract.

CONTRACTOR LIABILITY: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the City and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the City harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the City and suit brought against the City for attorney's fees and for all other expenses incurred by the City in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will City of Hanahan act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first-class job shall be taken.

INDEPENDENT CONTRACTOR:

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Hanahan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for City of Hanahan, except as expressly set forth herein.

DEBARMENT:

The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by City of Hanahan.

GOVERNING LAW:

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the city and state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's City and State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's City and State.

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ENTIRE AGREEMENT:

This Agreement, and any attached exhibits hereto, and the solicitation documents, if any, constitute the entire Agreement between the parties and shall not be amended, altered, or changed except after prior written approval from the City of Hanahan Procurement Office, in compliance with the S.C. Consolidated Procurement Code, and by written agreement, signed by the parties.

Accepted and executed the date stated above.
VENDOR/OFFEROR:
BY:
ITS:
CITY:
BY:
ITC.

SECTION 3
REQUIREMENTS – STATEMENT OF WORK
SCOPE:

BACKGROUND

The City was incorporated in 1973 as a successor to the Hanahan Public Service District. The City covers approximately 11.56 square miles and is in southernmost Berkeley County and is contiguous on its southern and western boundaries with Charleston County and the City of North Charleston. Census statistics as of June 30, 2019, reflect an estimated population for the City of 26,917.

The City has a Council/Mayor form of government. City Council is composed of the Mayor and six Council members vested with the legislative authority of the City's municipal government. The City Council carries out its duties in accordance with the City Ordinances and the laws of the State of South Carolina. As the legislative branch, the City Council is primarily responsible for making laws, which govern the City and purposes, debates, and votes on legislation governing and/or affecting the City. City Council also regulates revenues and expenditures, incurs debt, and approves the final operating and capital budgets for the City. Each Council member serves a term of four years.

The City provides its citizens with a full range of services including police and fire protection, recreational infrastructure, recreational activities, cultural events, court services, sanitation collection services, planning, building & development services, code enforcement and economic development.

More detailed information on the City and its finances can be found on the City's website: www.cityofhanahan.com under

ACCOUNTING SYSTEM

Financial accounting records are computerized using Smartfusion Accounting Systems.

The City maintains two funds: General Fund and Capital Fund. The City separately accounts for and budgets for nine departments: Administration, Municipal Court, Non-Departmental, Public Works, Telecommunications, Police, Building and Codes, Fire, and Recreation and Parks.

SUBMISSION OF PROPOSAL

A copy of the proposal must be submitted in a sealed envelope, plainly marked "Confidential Audit Services Proposal", addressed to Kitty Farias | Purchasing, 1255 Yeamans Hall Road, Hanahan, SC 29410. The proposal is due no later than 2:00 pm on Monday, April 19, 2021. For additional information, contact Kitty Farias / Kfarias@cityofhanahan.com or (843) 576-5254.

AUDIT TIMELINE

The City's fiscal year is July 1st to June 30th. The City shall have closed and balanced all accounts for all funds to be examined by the auditor, on or around the third week of November of each year. Audit preparation lists should be provided to the City no later than August 1st. The auditor will be expected to make a presentation of the audit report to City Council at the January Council meeting. An audit schedule will be established with the Finance Director and audit supervisor. A draft copy of the audit must be given to the Finance Director and City Administrator one week prior to the January Council meeting, and a final official copy of the audit must be given to the City no later than January 31st.

LETTER OF TRANSMITTAL

- 1. Briefly state your understanding of the requested services and make a positive statement of your firm's ability, willingness, and technical competence to perform such services.
- 2. List the person, or persons, who are authorized to make presentations for your firm, their titles, and contact information.
- 3. State an all-inclusive fee (or fee schedule) for which the work will be done, for a financial statement audit, and a single audit (not needed at this time, but possibly in the future).

PROFILE OF THE FIRM

- 1. State whether your firm is local, regional, or national.
- 2. Give the location of your 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.
- 3. Identify the staff assigned to this engagement and information regarding their qualifications, including governmental auditing experience.
- 4. Provide a copy of the firm's most recent external quality control review, with a statement whether the quality control review included a review of specific government engagements.

FIRM'S EXPERIENCE AND PERFORMANCE (PAST AND CURRENT)

- 1. Indicate and identify the firm's most significant engagements (maximum of ten) performed in the last five years that are similar to the engagement described in this RFP.
- 2. Provide any information on any awards given or disciplinary action taken or pending against the firm within the past three (3) years, with state regulatory bodies or professional agencies.
- 3. Provide at least five (5) references of clients for whom the firm has provided similar services. Give dates and other particulars of the jobs, contact persons with contact information.

FIRM'S APPROACH AND METHODOLOGY TO EXECUTING PERFORMANCE

Provide a concise description demonstrating an understand of the methodology, approach, and process the firm will employee to successfully complete the services to be performed. At a minimum, the following information shall be provided:

- 1. Proposed segmentation of the engagement;
- 2. Operational plans and work procedures;

- 3. Processing systems and equipment resources;
- 4. Level of staff and number of hours to be assigned to each proposed segment of the engagement;
- 5. Statistical sampling to be used in the engagement;
- 6. Extent of use of electronic data processing software in the engagement;
- 7. Approach to be taken to gain and document an understanding of the City's internal control structure:
- 8. Approach to be taken in determining laws and regulations that will be subject to audit test work; and
- 9. Clearly describe any exceptions the firm may have regarding any requirements stated in the scope of services.

EVALUATION, SELECTION, NEGOTIATION, AND AWARD

In addition to the materials provided in the written responses to this RFP, the City may utilize site visits or may request additional materials, information, interviews, presentations, or references from the respondent(s) submitting a proposal.

Proposals will be evaluated on the following criteria: proposed cost, firm's relevant experience, firm's qualified personnel, size, ability, and capacity of firm.

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. The City will not be liable for any costs incurred by a proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

The firm that meets the needs and provides the best overall value to the City as it pertains to the requirements of the scope of work will be awarded the bid.

The City reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the City. If a contract cannot be negotiated with the highest-ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the City choose to do so, it reserves the right to provide all responsive and responsible proposers an opportunity to submit their best and final offers.

Award will be made in accordance with the City of Hanahan's purchasing policy and procedures.

WORKING PAPERS

Working papers shall be retained by the successful proposer for five (5) years. The working papers must be made available for examination by representatives of the State Treasurer's Office, the State Auditor's Offices and other county or municipal auditors. In addition, the successful proposer must make all working papers physically available at the audit site to the auditor who audits the subsequent contract period.

PROJECT APPROACH

The Respondent shall describe the approach and methodology it will use to accomplish the work defined herein. The project approach shall include information on schedule and availability where applicable.

STAFFING AND QUALIFICATIONS OF KEY PERSONNEL

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include the names of persons with an interest in the firm.

• Please include any additional detailed explanation of services offered, as they relate to the City Requirements provided herein, and your recommended approach to addressing the City needs.

License and Permits

Respondent must be bonded and obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or City of Hanahan.

Transmittal Letter

The transmittal letter and attachments must include:

- Cover Page Name of the firm responding, including mailing address, telephone number, and email address.
- Executive Summary
- Relative Experience
- Project Approach
- Staffing and Qualifications
- Certifications
- Budget
- A statement that the offer submitted as a result of this solicitation is binding on the Bidder for ninety (90) calendar days following the BID due date.
- Signed by authorized person.
- Licenses and Certificates held by you and/or your company
- Executed/Signed Terms and Conditions
- Proposal Transmittal Agreement
- Price Proposal
- Statement of Non-Collusion

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SECTION 4 PROPOSAL TRANSMITTAL AND AGREEMENT

The undersigned, having fully familiarized himself with the information contained within this Request for Bids, (including the Invitation Notice, Instructions to Bidders, General Conditions, Special Conditions (if applicable), Requirements, Bid Sheets, Affidavits of Bidder, and subsequently received written Amendment as listed below), submit the attached proposal. I verify (to the best of my knowledge and belief) this proposal to be true and correct. All requirements of the Request for Bids are hereby incorporated into the bid/proposal submitted and shall be incorporated by reference into the purchase contract or Agreement.

Respectfully submitted by:	
1 ,	(FIRM NAME)
Signature:	·
Representative Name:	
Title:	
Address:	
Date:	
Telephone No:	
Fax Number:	
Email:	

ATTACHMENT	#1
PRICE PROPOS	ΑI

"MUNICIPAL AUDIT SERVICES"

Please provide sufficient detail to show budget costs. (*Detail and budget costs [hourly charges]* <u>must</u> be submitted in a separate sheet and envelope and attached with this Section Sheet).

submitted in a separate sheet and envelope and attached with this Section Sheet).	
Note: The SCOPE AND STATEMENT of be required.	OF WORK is not a comprehensive list of all services that may
Company Name	
Representative	
Signature of Authorized Representative	-

ATTACHMENT #2 NONCOLLUSION AFFIDAVIT OF BIDDER

(1)	He is (owner, partner, officer, representative or agent) of, the Bidder that has submitted the attached Proposal:
(2)	He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Bids:
(3)	Such Proposal is genuine and is not a collusive or sham Proposal;
(4)	Neither the said Bidder not any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Berkeley, South Carolina, or any person interested in the proposed contract; and
(5)	The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.
SIGI	NED:
TITI	LE:

END