



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 4/14/2025

ID Number: 2992

Title: Professional Auditing Services

Due Date/Time: May 8, 2025 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Mail or Deliver To:

York County Procurement
PO Box 180
Government Center Building, Room 3501
6 S. Congress St., York, SC 29745

Opening Location:

Government Center Building
Room 3401
6 S. Congress St., York, SC 29745

Pre-Solicitation Conference:

N/A

Point of Contact: Teria Sheffield, Procurement Director

Additional Documents available from:

N/A

Questions Deadline: April 30, 2025 by 4:00 p.m.

Tentative Date of Council Approval: June 2, 2025

REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES

1.0 INTENT

1.1 York County is seeking sealed proposals from qualified certified public accounting firms to audit its financial statements for the fiscal years ending June 30, 2026, June 30, 2027, and June 30, 2028, with the option of auditing its financial statements for up to 2 subsequent fiscal years.

1.2 It is York County's intent to award a contract to an experienced certified public accounting firm to provide auditing services in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Audits of State and Local Governments and Non-Profit Organizations.

1.3 It is York County's intent to describe in general terms, the services required for auditing the County's financial statements. All parts, items, details of services or features not specifically mentioned which are regularly provided by the practice in order to complete this type of work/service shall be provided in response to this Request.

1.4 Responses to this RFP will be used to determine the relative qualifications of various firms to perform the scope of work and tasks specified. The County is seeking a proposing team with demonstrated expertise that meets the requirements of this RFP.

1.5 It is anticipated that an agreement for services will be negotiated and executed between York County and the firm who is determined to best meet the needs of the County. All firms with an interest in working with York County are encouraged to review the County's website at (www.yorkcountygov.com) for additional information.

2.0 GENERAL TERMS AND CONDITIONS

2.1 This request contains, in general terms, the overall objectives of York County and in obtaining the professional services indicated herein. While an attempt is made to describe the general expectations of the County and the anticipated work to be performed, the County and the successful firm may need to define a more specific scope of work as part of a negotiation process. If it becomes necessary to revise any part of this request, written amendments will be provided in an addendum form to all potential proposing firms. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of proposals will be given consideration unless an earlier date is specified on the cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com and will be mailed or sent by available means to all known prospective Offerors prior to the established RFP opening date. Each Offeror shall acknowledge receipt of such addenda in the space provided in the RFP document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the proposal will constitute acknowledgement of the receipt of same. Questions received less than five (5) days prior to the date for opening of proposals unless an earlier date is specified on the cover page may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.2 Each Offeror providing a response for consideration by the County is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and providing the

services as set forth in this RFP. The failure or omission of an Offeror to obtain adequate information will in no way relieve the Offeror of any obligation with respect to this RFP or to an associated contract.

2.3 York County reserves the right to retain all proposals submitted. Submission of proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between York County and the Offeror selected.

2.4 In submitting a properly signed Proposal, the firm accepts all of the terms and conditions contained in this Request. Submitted Proposals shall remain open and if applicable, prices quoted shall be honored for a minimum of 90 days after the day of the RFP opening.

2.5 There is no expressed or implied obligation for York County, or its agents to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2.6 The successful firm shall have the full and sole responsibility for performing all services as finally agreed upon and accepted by the County. In the event the Offeror fails to deliver /or perform any proposed services within the specified schedule, the County reserves the right to cancel the Contract and secure other means of providing and deduct all costs thereof from any payment due the firm.

2.7 Chain of Communication: To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

2.8 Prohibition of Donations and Gratuities: Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee or elected official.

3.0 BACKGROUND INFORMATION

3.1 York County is one of the oldest political jurisdictions in the state and is situated at the northern extent of the South Carolina Piedmont region, with a land area of approximately 695 square miles and an estimated County population of 298,000, as of 2023.

A. The County's fiscal year begins on July 1 and ends on June 30.

B. The County has a total payroll of approximately \$111 million covering approximately 1,300 employees. More detailed information on the government and its finances can be found in annual budgets and comprehensive annual financial reports are available online at the Treasurer/Finance page at www.yorkcountygov.com.

C. Budgetary Basis of Accounting

The County prepares both the general fund and enterprise fund budgets on the modified accrual basis, which is consistent with the basis of accounting for its general fund, but not for its enterprise funds, for which the full accrual basis of accounting is used.

D. Federal and State Grants

During the fiscal year to be audited, the County will likely receive a combined total of \$5 million to \$6 million in federal financial grants from five to ten federal agencies (some of which passes through various State agencies). It is likely that one or more grant programs will qualify as a Major Program.

E. Pension Plans

The County participates in the following pension plans:

South Carolina Retirement System and South Carolina Police Officers Retirement System, both of which are defined benefit cost-sharing multiple-employer public employee retirement systems. Actuarial services for these plans are provided by the State of South Carolina.

F. Computer Systems

Most of the County's general ledger, accounts payable, payroll and fixed assets accounting run on a purchased software package from Smart Fusion Harris, the software resides in a SQL 2016 Database that runs on a Microsoft 2016 Server. Tax Billing/Collections software resides in a proprietary QS1 database and collections are posted by journal entry to the general ledger.

G. Internal Audit Function

The County does maintain an internal audit department that has started documenting policies and procedures across all departments. Also handles various special projects as assigned by County Management.

4.0 SCOPE OF WORK

4.1 The successful Offeror will be responsible for conducting comprehensive auditing services, which will include, but is not limited to, the following:

A. Provide an expressed opinion on the fair presentation of the County's basic financial statements and required supplementary information in conformity with generally accepted accounting principles. The auditor shall provide an "in-relation-to" report on the combining financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor shall provide an "in-relation-to" report on the schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.

B. Auditing Standards To Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards.

C. Reports To Be Issued

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

1. A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles and on the supplementary schedule of expenditures of federal awards.
2. A report on compliance and on internal control over financial reporting based on an audit of basic financial statements performed in accordance with Government Auditing Standards.
3. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Uniform Grant Guidance.
4. A schedule of findings and questioned costs if applicable.
5. A schedule of expenditures of federal awards.
6. A management letter, prepared by the auditor in letter form which may include observations, comments, or recommendations with regard to systems of internal control, accounting systems, compliance with laws or any other material matter that may come to the attention of the auditor during the course of the examination. Such observations, comments, or recommendations shall not be construed as special or additional studies, but shall be limited to those usually associated with such an examination.

In the required management letter, the auditor shall communicate any reportable conditions found during the audit.

7. 25 copies of the audited financial statements and 25 copies of the Management Letter are required.
8. Separate audit of financial statements for the Cultural and Heritage Commission of York County and the York County Library.
9. Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
10. Must provide and file the IRS form 990 for the Cultural and Heritage Commission of York County.

D. Irregularities and Illegal Acts

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 York County Manager and Assistant County Manager/CFO/Treasurer.

E. Assistance Available

1. Finance Department and Clerical Assistance

The County's 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 confirmations will be the responsibility of the County. In addition, the County will prepare schedules on a reasonable basis.

2. Work Area, Telephones, Photocopying, and FAX Machines.

The County will provide the auditor with reasonable work space, desks, and chairs.

3. Report Preparation

Report preparation, routine editing and printing shall be the responsibility of the County and reviewed by the Auditor.

F. Prior Audit Reports

Prior audit reports are available online at www.yorkcountygov.com.

G. Time Considerations

1. The County's books will be available for interim fieldwork. Interim fieldwork shall not commence prior to July 1, 2026. The County's financial records will be available on or before Friday, October 30, 2026 for final fieldwork.
- 2.. The final draft report should be submitted to the Assistant County Manager,CFO/Treasurer by Tuesday, December 1, 2026. The final report should be delivered by Tuesday, December 15, 2026.
3. The County will expect the auditor to present their report to the County Council in December 2026/January 2027.
4. During the on-site work, periodic briefings should be held with the Assistant County Manager/CFO/Treasurer.

H. Special Considerations

1. York County will send its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. Compliance with any announced GASB statements that will become effective in the next 5 years should be considered in the proposals submitted.
2. The auditor shall provide to York County the final complete copy of the ACFR electronically.
3. The schedule of expenditure of federal awards and related auditor's report, as well as the reports on the internal controls and compliance are to be issued as part of the comprehensive annual financial report.

I. 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 3 years after completion of the audit, unless the firm is notified in writing by the County of the need to

extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- York County
- Parties designated by the federal or state governments or by the County as part of an audit quality review process
- Auditors of entities of which the County is a sub recipient of grant funds (the State of South Carolina)

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.

J. County Representative

The auditor's principal contact with the County will be the Assistant County Manager/CFO/ Treasurer, or a designated representative, who will coordinate the assistance to be provided by the County to the auditor.

5.0 CONTRACT TERM

5.1 The contract term shall be for an initial three year term for fiscal years ending June 30, 2026, June 30, 2027, and June 30, 2028 with an option to provide services for up to two subsequent fiscal years upon mutual agreement and approval by the York County Council.

5.2 Termination of Contract

- a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.
- b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.
- c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.
- d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

5.3 NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

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6.0

COST PROPOSAL

6.1 Offeror shall provide a detailed cost proposal to include all costs, professional services, expenses, etc. needed to complete the work outlined in this RFP. Offerors are encouraged to provide any additional information and/or pricing (including discounts or incentives) that will address the best value of offerings presented in their technical proposal. The Cost Proposal will be evaluated on the rates that will be billed to the County with any additional overhead, administrative costs or price increases applied. Pricing must include all applicable taxes.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDITS OF THE 2026 – 2030 FINANCIAL STATEMENTS

Note: Offeror may use any word processor or formatting tool to provide this information rather than typing amounts into this schedule as long as all requested information is provided

	<u>Standard Hourly Rates</u>	<u>Quoted Hours Rates</u>	<u>Total</u>
Partners			
Managers			
Supervisory staff			
Staff			
Other (specify)			
Subtotal			
Out-of-pocket expenses, meals and lodging, transportation and any other (specify):			

Total all-inclusive maximum price for 2026 audit

- County
- Culture and Heritage Commission
(including preparation of form 990)
- York County Library
- Total

Total all-inclusive maximum price for 2027 audit

- County
- Culture and Heritage Commission
(including preparation of form 990)
- York County Library
- Total

Total all-inclusive maximum price for 2028 audit

- a. County
- b. Culture and Heritage Commission
(including preparation of form 990)
- c. York County Library
- d. Total

If option to renew for an additional 2 years, the proposed fee will be:

Total all-inclusive maximum price for 2029 audit

- a. County
- b. Culture and Heritage Commission
(including preparation of form 990)
- c. York County Library
- d. Total

Total all-inclusive maximum price for 2030 audit

- a. County
- b. Culture and Heritage Commission
(including preparation of form 990)
- c. York County Library
- d. Total

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

SCHEDULE OF PROFESSIONAL SERVICES FOR ADDITIONAL SERVICES

Staffing	Standard Hourly Rates	Quoted Hours	Quoted Rates
Partners			
Managers			
Supervisory Staff			
Staff			
Other (Specify)			

7.0 PAYMENT

7.1 Billings should be submitted in the month following the performance of the work and include details of hours worked by staff classification, hourly rates and reimbursable expenses. The County will pay invoices within 30 days of receipt.

8.0 SUBMITTAL REQUIREMENTS

8.1 The Proposal shall include the following information with sections headers or tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive. All responses shall include, but not be limited to, the following information:

8.2 Technical and Cost Proposals shall be submitted together; however, the Cost Proposal shall be uploaded separately in the [GetAll portal](#) or in its own separate sealed envelope, if via hand delivery. DO NOT submit copies of the Cost Proposal.

8.3 The Technical Proposal shall include the following with tabs to identify each section. Failure to adhere to this format or to address all items specified may disqualify an Offeror from further consideration. Offerors may include any additional information for consideration in a separate Tab identified as an appendix.

Submit Technical Proposals in the following format:

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet (*attached herein*) properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

TITLE PAGE: Title page must show the RFP's subject.

TAB 1: TABLE OF CONTENTS:

TAB 2: TRANSMITTAL LETTER: Proposal must include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement why the Offeror believes it's firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) days after the date of public opening of Proposals. The letter shall also identify a contact person for questions during the RFP process, including contact information (i.e., telephone number, fax, email, and postal address).

TAB 3: DETAILED PROPOSAL: The purpose of the detailed proposal is for the Offeror to demonstrate their qualifications, competence, project approach and methodology, and capacity to provide auditing services based on the Scope of Work as presented in this RFP. In addition to the above requirements, the proposal shall specifically address the following:

1. Scope of Services: The scope of the required services to be provided. Since the requested services include both an examination of the financial statements and a compliance examination, define the scope of services to be provided in terms of the matters presented below:
 - A. Financial audit. State whether the examination will be made in accordance with generally accepted auditing standards.

- B. Compliance audit. State that in accordance with generally accepted auditing standards, the necessary procedures will be selected to test compliance and express an opinion regarding compliance with specified laws, regulations and contracts.
2. Approach to the Audit: Submit a work plan to accomplish the scope as defined in Section IV "F" of these guidelines. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned. The following information should be included:
- A. Use of York County personnel.
 - B. Audit firm's personnel development program and continuing education requirements.
 - C. Estimated hours associated with work plan to complete the tasks specified in this RFP.
 - D. Procedure for monitoring the progress of the audit and for communication with York County regarding the same.

TAB 4: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in the Scope of Work as presented in this RFP. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements described in the Scope of Work. A description of any regulatory action taken by any oversight body against the audit firm shall be included.

TAB 5: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of team qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the Scope of Work outlined in this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract. Please identify which staff person will be the designated project manager for the project.

NOTE: Offerors May Choose to Submit Proposal Response in Electronic Form or via Hand Delivery or Courier Service. Only One Proposal Will Be Accepted.

8.4 ELECTRONIC SUBMITTALS: Electronic submittals shall be uploaded in PDF format via the GetAll online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

8.5 The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

8.6 For step by step instructions on how to submit a response, select Help and then Quick Reference in the [GetAll portal](#).

8.7 Proposals must include all requested information. Failure to respond to any requested item may cause a Proposal to be deemed non responsive.

8.8 IN PERSON/COURIER DELIVERED SUBMITTALS: Proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such, and five (5) copies and one (1) electronic version (USB) of the firm's Qualifications and Proposal (include cost proposal). Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

8.9 SUBMITTING REDACTED OFFERS: Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If your offer includes information marked as Confidential, "Trade Secret," or "Protected", you must also submit one complete paper copy and include a digital copy in PDF format, of your offer from which you have removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to your original offer, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking your entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40. A redacted copy if applicable, must be uploaded under submit response in the [GetAll portal](#), or must accompany the original submittal document if mailed or hand delivered.

9.0 PREPARATION OF PROPOSALS

1. All Proposals shall be complete and carefully worded and must convey ALL information requested by York County. If errors are found in the Offeror's Proposal, or if the Proposal fails to conform to the requirements of this solicitation, York County will be the sole judge as to whether that variance is significant enough to reject the Offer.

2. Proposal should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offerors shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce Proposals for internal use in the evaluation process.

3. All Proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of this Solicitation.

4. Proposal must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the business entity submitting an Offer.

10.0 EVALUATION / AWARD CRITERIA

10.1 A selection committee will evaluate all proposals and organize a short list of firms for further consideration. York County reserves the right to invite short-listed firms to make a presentation to the selection committee as deemed necessary. The criteria will be scored based upon the information provided below:

Project Approach/Proposed Methodology	30%
Qualifications of the Firm	20%
Qualifications of the Staff	20%
Cost Proposal	20%

11.0 EVALUATION OF PROPOSALS

11.1 The Offerors proposals will be evaluated by a committee comprised of County officials and key personnel with experience and knowledge of services and contracts of this scope and nature.

11.2 The Offeror's past performance, personnel experience/project team, experience in the services outlined in the Scope of Work of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the scores will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

11.3 York County may require oral and visual presentation from those firms/individuals that are ranked or short-listed. This shall be done at York County's sole discretion when it determines presentations are essential as part of the evaluation process.

11.4 York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

12.0 PROTEST PROCEDURES - Any prospective bidder, offeror, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provided.

13.0 INQUIRIES: General questions about this solicitation should be submitted through the [GetAll portal](#), by selecting the questions icon in the corresponding Q&A column.

14.0 SUMMARY

A contract may be awarded to the firm whose qualifications and project approach best meets the requirements and criteria set forth in this request and is most advantageous to the County. The proposing firm shall demonstrate compliance with the requirements established in this RFP and must be able to perform the tasks in accordance with the standards contained herein. The successful firm shall have the full and sole responsibility of providing all of the proposed services as finally agreed upon and accepted by the County.

15.0 GENERAL REQUIREMENTS

15.1 All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

15.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 Contractors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

15.3 CONFLICT OF INTEREST: The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

15.4 INDEMNIFICATION AND HOLD HARMLESS: The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees.

15.4.1 The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

15.5 DRUG-FREE WORKPLACE: During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this request.

15.6 APPLICABILITY/JURISDICTION OF SOUTH CAROLINA LAW AND COURTS: Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

15.7 CERTIFICATE OF INSURANCE: Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability prior to commencing work.

15.7.1 The firm must procure and maintain, for the duration of this project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the offeror, his/her agents, representatives, employees or subcontractors. York County requires Certificates of Insurance from Offerors doing business with the County within ten (10) working days from notice of award. York County shall be named as "Additional Insured" on all Certificates of Insurance except Workers Compensation.

- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage,
- Workers Compensation: Coverage's as required by the laws of the State of South Carolina,
- Automobile Liability: \$500,000 combined single limit per occurrence,
- Employers Liability: \$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000 Bodily Injury by Disease Each Employee.
- Professional Liability: \$2,000,000 per occurrence

15.8 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

15.9 OWNERSHIP OF MATERIAL: All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this RFP and including correspondences relating to this RFP shall, belong exclusively to York County.

15.10 PRIME CONSULTANT RESPONSIBILITIES: The Consultant will be required to assume sole responsibility for the complete effort as required by this RFP. York County will consider the Consultant to be the sole point of contact with regard to contractual matters.

15.11 SUBCONSULTING: If any part of the work covered by this RFP is to be subcontracted, the Consultant shall identify the subcontracting organization and the contractual arrangements made therewith. All sub consultants must be approved by York County. The successful Consultant will also furnish the corporate or company name.

15.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Consultant certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

15.13 RECORDS RETENTION & RIGHT TO AUDIT: The County shall have the right to audit books and records of the Consultant as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The County may conduct, or have conducted, performance audits of the Consultant. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County.

Pertaining to all audits, Consultant shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Consultant shall be made available for auditing purposes at no cost to the County.

15.14 PUBLIC ACCESS TO PROCUREMENT INFORMATION: Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

15.15 NON-COLLUSION PROPOSAL CERTIFICATION AND DISQUALIFICATION

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. One Proposal:

Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

15.16 CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

FEDERAL TAX ID NUMBER

COMPANY ADDRESS

CITY, STATE, ZIP+4

PAYMENT/REMITTANCE ADDRESS

CITY, STATE, ZIP+4

EMAIL ADDRESS

COMPANY TELEPHONE

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.