



**JAMES ISLAND PUBLIC SERVICE DISTRICT
REQUEST FOR PROPOSAL (RFP)**

PROCUREMENT FOR: Professional Auditing Services

ISSUE DATE: Friday, February 2, 2024

SUBMISSION DEADLINE: Monday, April 15th, by 3:00 PM EST

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and opened thereafter:

This solicitation does not commit James Island Public Service District (District) to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the bids are received on, or before, the date and time specified below. No bid will be accepted thereafter. The District assumes no responsibility for delivery of bids that are mailed and reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract in Appendix D as the basis to establish a contractual relationship with the District. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the James Island Public Service District.

Summary Timeline Invitation for RFP:

Item	Date	Time	Location
Issue Date	Friday, February 2, 2024	N/A	JIPSD Finance
Inquiry Cut-off	Thursday, April 4, 2024	12:00PM EST	JIPSD Finance
Proposal Delivery Due Date	Monday, April 15, 2024	3:00PM EST	JIPSD Signal Point Main Office
Firm Selected by Commission	Monday, April 22, 2024	7:30PM EST	Commission Conference Room
Selected Firm Notified Date	Tuesday, April 23, 2024	5:00PM EST	JIPSD Finance
Contract/Engagement Date	Thursday, April 25, 2024	3:00PM EST	JIPSD Finance

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NOTE:

Please review our website www.jipsd.org for any amendments prior to submitting proposal.

I. INTRODUCTION

A. General Information

The James Island Public Service District (District) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending **June 30, 2024**, with the option of auditing its financial statements for each of the two (2) subsequent fiscal years, **2025 and 2026**. These audits are to be performed in accordance with United States of America generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (1994), 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*, as well as all other Federal, State, or local programmatic audit requirements that may be applicable.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, one (1) unbound copy of the proposal must be received by the Director of Finance, Ed Kilcullen, at 1739 Signal Point Road/PO Box 12140, Charleston, SC 29422 before the time and date indicated on page one (1). The District reserves the right to reject any or all proposals submitted.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information and/or clarifications from bidders, and/or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

It is anticipated the selection of a firm will be completed by April 22, 2024. Following the notification of the selected firm, it is expected a professional services contract will be executed between both parties by April 25, 2024.

B. Term of Engagement

A **three-year contract** is contemplated, subject to annual review and recommendation, the satisfactory negotiation of terms (including a price acceptable to both parties), the concurrence of the District's Commission and the annual availability of an appropriation.

II. NATURE OF SERVICES REQUIRED

A. General

The District is soliciting the services of qualified firms of certified public accountants to audit its basic financial statements for the fiscal year ending **June 30, 2024**, with the option

to audit the District's basic financial statements for each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposal. The auditor will be responsible to prepare the financial statements and are subject to the review of the Director of Finance who assumes responsibility for the financial statements.

B. Scope of Work to be Performed

The District desires the auditor to express an opinion on the fair presentation of the District's basic financial statements in conformity with generally accepted accounting principles.

The auditor shall 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.

The auditor shall perform agreed upon procedures of random sampling of approximately 300 property tax bills produced by the county auditor and the amounts remitted in connection therewith to ensure the accuracy of amount of the tax credit applied to items of taxable property based on the cost-share agreement made between the District and the Town of James Island. See Appendix E.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of 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*.

D. Reports to be Issued

Following the completion of the audit of the 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.
2. A report on internal control over financial reporting and on compliance and other matters based on the audit of the basic financial statements performed in accordance with government auditing standards.
3. Agreed upon procedures report over cost-share agreement with the Town of James Island.

In the required reports on compliance and internal control, the auditor shall communicate any reportable conditions found during the audit. A reportable condition is defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the reports. Non-reportable conditions observed by the auditor shall be reported in a separate

letter to management, which shall be referred to in the report[s] on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall 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 District Commission, District Manager and Director of Finance.

E. 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 the District of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the District upon request.

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.

III. DESCRIPTION OF THE GOVERNMENT

A. Background Information

The James Island Public Service District was formed under Act Number 498 of the 1961 General Assembly of the State of South Carolina to provide services for fire protection, wastewater collection services, and solid waste collection services.

The District serves a population of approximately 23,500 residents and employs approximately 90 personnel within five departments: Fire, Solid Waste, Wastewater, Fleet Maintenance and Administration.

The District is governed by a seven (7) member Commission, elected at large by residents within the District. The District Manager and their appointees are responsible for daily operations.

B. Budgetary and Financial Management

The District's fiscal year begins July 1 and runs through June 30. An annual appropriated budget is adopted on a basis consistent with generally accepted accounting principles (GAAP) with regards to the fiscal entity definition, the basis of budgeting, the timing of fiscal periods and perspective.

The General Fund, which accounts for the activities within Administration, Fire, Fleet Maintenance and Solid Waste Departments, is accounted for under the modified accrual basis.

The Proprietary Fund accounts for the activities within the Wastewater Department and utilizes the accrual basis of accounting.

The District's accounting records are processed and stored electronically. Details and a description of the systems will be provided to the firm selected. The auditors for the June 30, 2023 financial statements issued an unqualified opinion.

Charleston County levies taxes for the District. However, the District is required to prepare financial statements and have an annual audit by an external auditor.

C. Availability of Prior Audit Reports and Budgets

Interested firms who wish to review prior years' audit reports, management letters, and budgets should contact Ed Kilcullen CPA CIA at (843) 998-6175 or email via kilcullene@jipsd.org no later than Monday, April 4, 2024 by 12:00PM EST. The District will use its best efforts to make supporting working papers and schedules prepared by District staff available to bidders to aid their response to this request for proposal. The District's audited financial statements and budget documents can be found online at www.jipsd.org.

IV. TIME REQUIREMENTS

A. Schedule for the June 30, 2024 Fiscal Year Audit

A similar time schedule will be developed for audits of future fiscal years if options are exercised **for two (2) additional audits, 2025 and 2026.**

1. Entrance Conference

An entrance conference with the Director of Finance and key finance department personnel is requested soon after signing a contract. The purpose of this meeting will be to discuss prior audit routines and any interim work that may be performed. This meeting will also be used to discuss any special needs of the auditor, workspace arrangements, and anticipated timetables for year-end closing and completion of various supporting schedules that may be required in the audit.

2. Interim Work

The firm may commence interim audit work immediately after a contract is signed and an entrance conference is held.

3. Audit Plan

The auditor shall provide to the District by **June 30, 2024**, an overview of audit work to be performed and anticipated completion dates for major segments of the work. The auditor shall also, by **June 30, 2024**, provide a list of all schedules to be prepared by the District staff. By approximately **September 23, 2024**, the District will have closed and balanced all accounts and prepared supporting schedules as necessary.

4. Progress Reporting

Conferences should be held with the Director of Finance & key finance department personnel and, when necessary, other department heads during the performance of the audit to report work progress, review problems identified, revise audit plans and time schedules, or discuss any other matters that may be relevant to the engagement.

5. Fieldwork Completion/Exit Conference

The auditor shall complete all fieldwork by **October 10, 2024**. An exit conference shall be conducted no later than **October 24, 2024** with Director of Finance and District

Manager to summarize the results of the fieldwork, to review significant findings, and to review drafts of all reports to be issued by the auditor.

B. Date Final Report is Due

The Auditor shall prepare and provide a first draft of the financial statements, notes, and all required schedules to the Director of Finance by **October 31, 2024**. By **November 7, 2024**, the audit firm shall provide a Final Audit Report and adjustments, if any, to the Director of Finance and District Manager. The audit firm will be expected to make their audit report presentation to the District Commission on **November 28, 2024**.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The 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 all confirmations will be the responsibility of the auditor. However, clerical support will be made available to the auditor to assist with typing confirmations, routine letters and various memoranda as necessary. District personnel will also pull invoices, minutes of Commission meetings and other supporting documentation as needed and will make copies of pertinent materials for the auditors.

B. Electronic Data Processing (EDP) Assistance

Personnel will be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of the District's computer hardware and software.

C. Schedules to be Prepared by the James Island Public Service District

The District staff will prepare supporting schedules for the auditor as needed. The exact format and content of such schedules will be determined during the initial stages of the audit process.

D. Work Area, Telephone, Photocopier and Fax

The District will provide the auditor with reasonable workspace, table/desk and chair. The auditor will also be provided with access to a telephone, copier and fax.

E. Financial Statement Preparation

The auditor will be responsible to prepare the financial statements in accordance with U.S. Generally Accepted Accounting Principles, and are subject to the review of the Director of Finance who assumes responsibility for the financial statements.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Proposals

The following material must be received before the time and date indicated in the timeline on page one (1) for a proposing firm to be considered:

- a. ***The bidder shall submit one (1) unbound, reproducible ORIGINAL of the Technical Proposal in a separate sealed envelope marked as follows:***

**PROFESSIONAL AUDITING SERVICES
FISCAL YEAR ENDING JUNE 30, 2024**

The Technical Proposal shall include the following:

- ii. Title Page
Title page must show the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
- ii. Table of Contents
- iii. Transmittal Letter
A signed letter of transmittal briefly stating the bidders' understanding of the work to be done, the commitment to perform the work within the allotted time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for thirty (30) days.
- iv. Detailed Proposal
The detailed proposal should follow the order set forth in Section VI-B of this request for proposal.

- b. ***The bidder shall submit ONE (1) unbound copy of a dollar cost bid proposal in a separate sealed envelope marked as follows:***

**DOLLAR COST BID PROPOSAL
JAMES ISLAND PUBLIC SERVICE DISTRICT
PROFESSIONAL AUDITING SERVICES**

The dollar cost bid proposal shall follow the order set forth in Section VI-C of this request for proposal.

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to perform an independent audit of the financial statements of the District in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the request for proposal (excluding any cost information which should only be included in the sealed

dollar cost bid). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Nos. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the James Island Public Service District as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards* (1994).

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the District or any of its employees for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit(s).

In addition, the firm shall give the District written notice of any professional relationships that may be entered into during the period of this agreement.

3. License to Practice in South Carolina

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in South Carolina.

4. Firm Qualifications and Experience

The bidder should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, and other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in South Carolina. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the

specific staff to be assigned to this engagement. Specifically include their experience with governmental accounting and auditing. Please also indicate how the quality of staff over the term of the agreement will be assured.

6. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of ten) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the District's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Bidders will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of electronic data processing software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the District's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the District.

9. Report Format

The proposal should include sample formats for required auditor reports.

NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

C. Sealed Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The District will not be responsible for expense incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such cost should not be included in the proposal.

The first page of the sealed dollar cost bid should include the following information:

- a. Name of firm
- b. Certification that the persons signing the proposal are entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the James Island Public Service District.
- c. A total all-inclusive maximum price for the 2024 engagement. Firms should include an all-inclusive maximum price for each of the engagement years.

2. Rates for Additional Professional Services

If it should become necessary for the District to request the auditor to render any additional services to either supplement the services requested in this request for proposal or to perform additional work because of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and the audit firm. Any such additional work agreed to between the District and the audit firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

3. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

VII. EVALUATION PROCEDURES

The District Commission will evaluate all technical proposals first; then open and review the sealed dollar cost bid before making a final selection. The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

A. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process.

1. Mandatory Elements/Completeness of Proposal

- a. The audit firm is independent and licensed as a CPA to practice in South Carolina.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the James Island Public Service District.
- c. The firm's professional personnel have received adequate continuing professional education within the preceding two (2) years.
- d. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

- e. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. Technical Qualifications and Experience

- a. Expertise and Experience
 - (1) The firm's experience and performance on comparable government engagements.
 - (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.
- b. Audit Approach
 - (1) Adequacy of proposed staffing plan for various segments of the engagement
 - (2) Adequacy of sampling techniques
 - (3) Adequacy of analytical procedures

3. Price

Although price is significant factor, it will not be the dominant factor in the selection of an audit firm. The District's approach is to identify all qualified, responsive offerors and then to award the audit to the offeror in that group based on all criteria mentioned herein.

B. Oral Presentations

During the evaluation process, the District may, at its discretion, request anyone or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the District may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

C. Final Selection

It is anticipated the Commission will select a firm for award on April 22, 2024. The awarded firm will be notified by April 23, 2024. Following notification of the firm selected, it is expected a contract will be executed between both parties by April 25, 2024.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The James Island Public Service District reserves the right without prejudice to reject any or all proposals.

Instructions for Bidders Auditing Services

1. Written sealed public proposals for a Term Contract to provide Professional Auditing Services shall be received at the James Island Public Service District, Administration Building, 1739 Signal Point Road, Charleston, SC until the cut-off time shown in the bid timeline on page (1) of this document.

2. Bids will then be publicly and promptly opened at the designated time by the Director of Finance. Proposals that are not in possession by the delivery due date will be considered **NON-RESPONSIVE** and will not be considered.
3. Proposals must be signed by an official authorized to bind their firm.
4. *One (1) unbound, reproducible ORIGINAL of proposals must be submitted in a sealed envelope and clearly marked as follows:*

**PROPOSAL FOR PROFESSIONAL AUDITING SERVICES
FISCAL YEAR ENDING JUNE 30, 2024**

5. Withdrawal of Bid
No Bidder may withdraw a proposal after the date and hour set for the opening. A firm may withdraw a proposal any time prior to expiration of the period during which proposals may be submitted by a written request signed in the same manner and by the same person who signed the proposal.
6. **Faxed or E-mailed bids will not be accepted by James Island Public Service District.**
7. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Director of Finance as soon as possible.
8. Any deviations from the specifications or modification of this proposal and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change.
9. Any increase or decrease in the proposal price resulting from such change shall be included in writing.
10. The offeror shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this request for proposals. This sheet shall be labeled **“Exception(s) to Request for Proposals Conditions and Specifications,”** and shall be attached to the proposal.
11. The District reserves the right to reject any or all proposals, waive any informality in proposals and accept in whole or in part such proposal or proposals as may be deemed in the best interest of the District. James Island Public Service District reserves the right to reject any proposal submitted, at sole option that the vendor may not be able to meet the service requirements of the request for proposal.
12. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
13. Offerors must clearly mark as **"confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The District reserves

the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination in this regard.

14. **Deadline for Questions:** It shall be the offerors' responsibility to contact the District with questions regarding this solicitation, in writing, no later than the date indicated in the solicitation timeline on page 1 of this document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted. Written questions only must be emailed to: Ed Kilcullen CPA CIA kilcullene@jipsd.org

15. **Insurance:** The successful offeror shall maintain insurance for the duration of the contract and provide proof of such 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 District by the offeror, their agents, representatives, employees or subcontractors. Proof of coverage as contained herein must be provided as part of the proposal.

16. **TERMS OF AGREEMENT**

The term of any resulting contract shall be for a period of three (3) years, effective from the date of contract award.

17. **Vendor Checklist**

The items indicated below must be returned as a part of the proposal submission package:

- a. Request For Proposal Response
- b. Mandatory Proposal Price Submittal Form [**SEPERATELY SEALED ENVELOPE**]
- c. Mandatory Exceptions Page
- d. Certificate of Insurance

Appendix A

NON-SUBMITTAL RESPONSE PROPOSAL

Date: _____

Ed Kilcullen
James Island Public Service District
Post Office Box 12140
Charleston, SC 29422

Dear Mr. Kilcullen:

We, the undersigned, have declined to submit a proposal for Professional Audit Services for the reason(s) indicated below. Circle the number(s) indicating your reason for not bidding or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are not bidding.

Please complete this form and return by mail, email (kilcullene@jipsd.org), or fax (843-762-5240).

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments
- 12) Remove our name from the District's List of Bidders

We understand that if neither a proposal submission nor a non-response letter is returned after three successive attempts, our name will be deleted from the list of qualified bidders/offerors unless otherwise specified (as stated above).

Company Name: _____

Printed Contact Name: _____

Authorized Signature: _____

Telephone: _____

E-mail: _____

Unable to meet bid/proposal specifications because:

Minority business: Are you a minority business?

- Yes** (Women-owned / Disadvantaged) If yes, please submit a copy of your certificate with your response.
- No**

Appendix B

PROPOSAL SUBMITTAL FORM

The undersigned, on behalf of the vendor, certifies that: (1) this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions: (5) if accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

Year 1, for the Audit of the June 30, 2024 Financial Statements
Total **all-inclusive maximum price** for Fiscal Year Ending June 30, 2024 audit \$ _____

Year 2, for the Audit of the June 30, 2025 Financial Statements
Total **all-inclusive maximum price** for Fiscal Year Ending June 30, 2025 audit \$ _____

Year 3, for the Audit of the June 30, 2026 Financial Statements
Total **all-inclusive maximum price** for Fiscal Year Ending June 30, 2026 audit \$ _____

Proposal price must remain valid sixty (30) days from proposal opening date.

Printed Name of person binding bid: _____

Signature: _____

Telephone Number: _____ Fax Number: _____

E-Mail address: _____

Remit address: _____

EIN or Social Security Number: _____

Appendix C

EXCEPTIONS PAGE

MANDATORY PROPOSAL SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the proposal documentation.

Appendix D

**JAMES ISLAND PUBLIC SERVICES DISTRICT
STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL FOR
PROFESSIONAL SERVICES CONTRACT**

This is a Contract Agreement (the "AGREEMENT"), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT ("JIPSD"), a South Carolina Municipal Corporation, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the "DISTRICT", and "INSERT NAME OF THE COMPANY," a South Carolina Corporation, whose address is "INSERT STREET ADDRESS," hereinafter referred to as "PROFESSIONAL."

ARTICLE 1. SERVICES OF PROFESSIONAL

A. Scope of Services

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in **Exhibit A** ("Services").
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. "Services" shall at all time relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in **Exhibit A**.

B. Description of Services. Professional Auditing Services

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

- A. *Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of **\$XX,XXX.XX** per year for a period of twelve (12) months starting **MONTH DAY, YEAR through MONTH DAY, YEAR** by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.
- B. *Payment.* Consideration payments are paid in arrears and shall be made on a monthly (**\$X,XXX.XX** per month) basis and paid on or before the ____ day of every month for Services provided and accepted the previous month.
- C. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on _____.

ARTICLE 3. CONTRACT DOCUMENTS

- A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:
- i. This Agreement
 - ii. A letter submitted by PROFESSIONAL to DISTRICT dated **MONTH DAY, YEAR.**
 - iii. Proposal submitted by PROFESSIONAL to DISTRICT dated **MONTH DAY, YEAR.**
- B. *Conflicts.* To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

ARTICLE 4. STANDARDS OF PERFORMANCE

- A. *Standard.* The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Compliance.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.
- C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.
- D. *Regulations and Standards.* PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

ARTICLE 5. INSURANCE

- A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in **Exhibit B**, "Insurance" to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

- A. PROFESSIONAL shall indemnify, protect and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of

each from and against all claims, costs, losses, and damages (including reasonable attorney's fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of PROFESSIONALS, or any consultant, subcontract and/or supplier within PROFESSIONAL's control to provide Services or for whose acts any of them may be liable.

- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. PROFESSIONAL's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and punitive damages (if any) arising out of, or in connection with, any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is liable, (2) means, methods, procedures, techniques, or sequences of execution of performance of the Services, and (3) failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys' fees and court costs) incurred by any of them in enforcing any of the PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

- A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

ARTICLE 8. DISPUTE RESOLUTION

- A. *Mediation.* DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

ARTICLE 9. EMPLOYMENT PRACTICES

- A. *Equal Opportunity Employment.* PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance.* PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.
- C. *Indemnity.* PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

- A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.
- B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.
- C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.
- D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

- E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.
- F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.
- G. *Assignability.* Any rights provided for in this Agreement, to any party hereto, are not assignable.
- H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE AGREEMENT

Dated:

 Signed By
 Its: Chair

Dated:

 Insert Name
 Its: Secretary

INSERT COMPANY NAME OF PROFESSIONAL

Dated:

 Signed By: Insert Name of Representative
 Its: Insert Title of Representative

EXHIBIT A
"Scope of Services"

The James Island Public Service District is soliciting the services of qualified firms of certified public accountants to audit its basic financial statements for the fiscal year ending **June 30, 2024**, with the option to audit the District's basic financial statements for each of the two (2) subsequent fiscal years.

The auditor will be responsible to prepare the financial statements and are subject to the review of the Director of Finance who assumes responsibility for the financial statements.

The auditor shall 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.

The auditor shall perform agreed upon procedures of random sampling of approximately 300 property tax bills produced by the county auditor and the amounts remitted in connection therewith to ensure the accuracy of amount of the tax credit applied to items of taxable property based on the cost-share agreement made between the District and the Town of James Island. See Appendix E.

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of 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*.

Following the completion of the audit of the 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.
2. A report on internal control over financial reporting and on compliance and other matters based on the audit of the basic financial statements performed in accordance with government auditing standards.
3. Agreed upon procedures report over cost-share agreement with the Town of James Island.

EXHIBIT B
"Insurance"

Insurance

- A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:
- i. Professional and General Liability
 - a. Each Occurrence: \$1,000,000.00
 - b. General Aggregate: \$2,000,000.00
 - ii. Workman's Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL's employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
 - iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).
 - iv. Umbrella/Excess Liability
 - a. Each Occurrence: \$2,000,000.00
 - b. General Aggregate: \$2,000,000.00
- B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.
- D. Before DISTRICT is to execute this AGREEMENT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.

Appendix E

RESOLUTION NO. 23-04

A RESOLUTION OF THE JAMES ISLAND PUBLIC SERVICE DISTRICT AUTHORIZING THE SHARING OF CERTAIN COSTS OF FIRE AND SOLID WASTE SERVICE WITH THE TOWN OF JAMES ISLAND FOR THE 2023-24 FISCAL YEAR AND OTHER MATTERS RELATED THERETO.

BE IT RESOLVED BY THE JAMES ISLAND PUBLIC SERVICE DISTRICT COMMISSION, IN MEETING DULY ASSEMBLED, AS FOLLOWS:

Section 1 Findings of Fact. The James Island Public Service District Commission (the "**Commission**"), the governing body of the James Island Public Service District, South Carolina (the "**District**"), makes the following findings of fact in connection with the adoption of this resolution (this "**Resolution**"):

(a) The District is authorized to exercise those powers granted to special purpose districts under the general laws of the State of South Carolina, the Constitution of the State of South Carolina (the "**Constitution**"), including the power granted by Article VIII, Section 13(A) of the Constitution permitting the District to share with any other political subdivision the cost of any function or exercise of powers.

(b) The District and the Town of James Island (the "**Town**") have entered into that certain Cost Sharing Agreement (the "**Agreement**"), dated September 13, 2019, pursuant to which the parties have agreed to share the District's cost of providing solid waste and fire protection services (together, the "**Services**"). Terms with initial capitals used in this Resolution and not otherwise defined shall have the meaning given to such term in the Agreement. The Town and the District have agreed to share such costs through the payment by the Town of the Annual Cost Share and the application by the District of a Tax Credit on the Property Tax bills of owners of real and personal property situated within the Town.

(c) Pursuant to Section 2 of the Agreement, the Town has given its Annual Notice of the amount of the Annual Cost Share for the 2023-24 fiscal year (the "**Fiscal Year**"). In accordance with the Annual Notice, the Annual Cost Share for the Fiscal Year is \$1,285,000.

Section 2 Acceptance of Annual Cost Share. The Commission hereby accepts the Annual Cost Share and consents to the application of the Tax Credit:

(a) Pursuant to Section 2(a) of the Agreement, and as approved and appropriated by the Town Council in the Budget, the Commission hereby accepts the amount of the Annual Cost Share for the Fiscal Year of \$1,285,000; and

(b) Pursuant to Section 2(b) of the Agreement, the Administrative Fee shall be waived for the Fiscal Year.

TOWN OF JAMES ISLAND, SOUTH CAROLINA

By: [Signature]
Mayor

[SEAL]

Attest:

By: Frances W. Simmons
Clerk to Town Council

ACCEPTANCE AND CONSENT OF THE DISTRICT:

JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA



By: [Signature]
Chairman 6-26-2023

Attest:

By: [Signature]
Secretary