



REQUEST FOR PROPOSAL (RFP) NO. 2025-01

Professional Auditing Services

for

Town of James Island

The responsibility for submitting a response to this RFP on or before the stated date, time, and location is solely and strictly the responsibility of the respondent.

PROJECT OVERVIEW

DATE:	May 9, 2025
SOLICITATION NUMBER:	RFP #2025-01
DESCRIPTION OF WORK:	Professional Auditing Services The Town of James Island invites all professional accounting firms licensed in the State of South Carolina to submit proposals to provide municipal auditing services for the Town of James Island for up to a four-year contract.
DUE DATE FOR WRITTEN QUESTIONS:	<u>3:00 p.m. on May 27, 2025</u> 843-795-4141 (via email to Brook Lyon – Mayor at blyon@jamesislandsc.us) Any issued addenda to address written questions will be posted to the Town website at www.jamesislandsc.us/bids
SUBMITTAL PACKAGE:	One (1) electronic and five (5) hardcopies of the proposal shall be submitted in a sealed envelope clearly marked “Town of James Island RFP #2025-01 (Professional Auditing Services) and submitted and delivered by the deadline below to: Town Hall, 1122 Dills Bluff Road, James Island, SC 29412
PROPOSAL DUE DATE / BID OPENING:	<u>3:00 p.m. on June 12, 2025</u>
BID OPENING LOCATION:	<i>Town of James Island 1122 Dills Bluff Rd James Island, SC 29412</i>

This Request for Proposal (RFP) does not commit the Town to awarding a contract, paying any costs associated with the preparation of a submittal, or procuring or contracting for the services noted.

The Town anticipates that this RFP will result in the negotiation and award of contract to a responsible offeror.

The Town reserves the right to accept or reject any, all, or any part of bids received as a result of this request, or to cancel in part or in its entirety this RFP if it will serve the best interests of the Town to do so.

The Town will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

SECTION I. – INTRODUCTION AND BACKGROUND

This Request for Proposal (RFP) is issued for the Town of James Island to obtain professional auditing services from interested South Carolina licensed accounting firms with the qualifications necessary to provide annual municipal auditing. The Town desires to select and negotiate an acceptable contract with such a firm to perform the activities required for the annual municipal audit. It is the intent of the Town that this RFP will serve as the basis for negotiations of a contract on an annual basis and the Town may renew the contract for an additional three (3) years for a total of no more than four (4) years.

The Town of James Island reserves the right, and has a duty, to hire the most qualified provider that would serve the best interests of the Town regarding the Scope of Services requested. This may result in the Town contracting with any firm or individual that responds to this RFP that, in the sole determination of the Town Council of the Town of James Island, is qualified to complete the job, regardless of the bid price. The Town may also disqualify bidders and/or cancel, rebid, or extend the RFP or bid review process pursuant to Town of James Island and State of South Carolina procurement laws.

The Mayor, Town Council, and Town Staff may be involved in the evaluation of all proposals and will use criteria including, but not limited to, cost, experience, availability, capacity, references, knowledge of James Island, etc.

The relevant sections of the James Island Code of Ordinances and South Carolina statutes will be followed with this solicitation.

Prior to awarding a Contract, the Mayor or Town Council may require other additional information to determine the Respondent's ability to complete the terms of the Contract. Failure to provide this information in a timely manner may result in the Town rejecting the Proposal and finding the Respondent non-responsive.

SECTION II. – SUBMITTAL INSTRUCTIONS

Respondents are responsible for examining all solicitation documents, including any Addenda. Any discrepancies in documents should be immediately provided to the Mayor for clarification. Any questions must be supplied by writing to the Mayor and providing the Town with sufficient time for an appropriate response to all potential respondents. The Town will determine if time is sufficient to issue any Addenda. Failure to acknowledge published addenda in the proposal may result in the Respondent being found unresponsive.

Submittals may be withdrawn from consideration by written request prior to the submittal deadline and bid opening.

No allowance will be made for misunderstandings or oversight of the Respondent, after the submittal due date.

Elements of the Submittal must include:

- A) Organizational and company ownership information.

- B) Address and phone number of primary contact.
- C) A list of references for similar work that the Town may contact.
- D) A commitment to comply with all Federal and State laws and requirements including fair employment and treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability. Respondents shall comply with Title VI of the Civil Rights Act of 1964.
- E) A statement of commitment to comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended).
- F) A signed receipt of any addenda issued.
- G) A commitment to provide a contract for negotiation having materially the terms as indicated in SECTION III. – GENERAL CONDITIONS, including acceptable Certificates of Insurance to the Town prior to approval of the contract.
- H) A proposed example schedule for a typical annual municipal audit.
- I) The proposed annual fees over a 4-year timeframe for all activities associated with professional municipal auditing services, to include any annual fee increases.

Signed and legible submittals are expected to be concise, but of appropriate length to adequately answer all questions required. Respondents are responsible for the delivery of submittals prior to the submittal deadline and during the normal Town Hall business hours of 9:00 A.M. to 5:00 P.M., Monday through Friday. Submittals received after the due date may be disqualified.

Submittals are to be mailed to: Town of James Island
P.O. Box 12240
Charleston, SC 29422
Attn: Mayor Brook Lyon

Hand-carried to: Town of James Island
1122 Dills Bluff Road
Charleston, SC 29412
Attn: Mayor Brook Lyon

Submittals received by the bid opening due date will be publicly opened on the date and time specified. Contents of the competing Respondents shall not be disclosed at the opening. Only the submittal of the successful Respondent shall be available for public inspection after the award of a contract upon written request. Proprietary or confidential information marked as such in any submittal shall not be disclosed without prior written consent of the Respondent. Manufacturer's part or model numbers, descriptions and cost information, etc. cannot be considered Proprietary.

SECTION III. – GENERAL CONDITIONS:

Addenda: Changes or corrections may be made after the solicitation document is issued and prior to the Proposal Due Date. In such cases, the Town will issue addenda describing the changes. Such addenda will take precedence over the prior documentation and a signed receipt of addenda will become part of the required submission documents. The Town is not responsible

for any oral instructions.

Holding Time:

The Respondent agrees that, by responding to this RFP, the Proposal may not be withdrawn for a period of ninety (90) days following the Proposal Opening Date.

Lawfulness:

All firms or individuals with which the Town of James Island contracts with are required to comply with the laws of any agency of the United States, the State of South Carolina, the County of Charleston, and the Town of James Island. By responding to this RFP, all respondents agree to comply with Federal, State, and Local laws. This includes securing any and all required permits, utility locations, and business licenses to work in the Town of James Island.

Gratuities:

Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina stated: "It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor or any person associated therewith as an inducement for the award of a Sub-Contract order." All RFP awards made shall conform to applicable South Carolina statutes.

Anticipated Contract: Should an award be made as a result of this RFP, the contract terms shall include this RFP as well as:

- A) Antitrust/NonCollusion Oath
- B) Agreement
- C) Engagement Letter
- D) Certificates of Insurance
- E) Annual audit schedule milestones
- F) Fees for services
- G) Anticipated invoice schedule
- H) Termination clause
- I) Other terms and conditions as identified by the Town

Insurance:

Acceptable Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Owner. All insurance policies shall be issued by responsible companies, who are acceptable to the Town and licensed and authorized to do business under the laws of the State of South Carolina. The Consultant shall affect insurance to protect the interest of the Consultant, Sub-Consultants and Sub-Sub-Consultants in the Work. The Consultant shall provide proof of such insurance to the Town by providing a Certificate of Insurance reflecting such coverage and adding the Town as a Certificate holder. The Certificate of Insurance shall endorse the Town as an additional insured by all policies, except for Professional Liability policy.

The Consultant shall procure and maintain, at the Consultant's own expense during the contract time:

- a) Consultant's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Consultant and protecting the Consultant from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Consultant or a Sub-Consultant employed by the Prime Consultant.
- b) Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
- c) Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, Professional Liability Insurance. The aggregate limit should be total insurance available for claims of at least \$1,000,000 per claim and \$1,000,000 aggregate.

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, in accordance with the provisions of the laws of the State of South Carolina Workers' Compensation Insurance, including occupational disease provisions, for all of the Consultant's employees, and in case any Work is sublet, the Consultant shall require such Sub-Consultant identically to provide Workers' Compensation Insurance, including an occupational disease provision for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous Work under this Contract are not protected under the Workers' Compensation Law, the Consultant shall provide and shall cause each Sub-Consultant to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

