

REQUEST FOR PROPOSALS

The instruction manual for this solicitation shall be a part of this Request for Proposals (RFP), the same as if incorporated herein. This solicitation does not commit Horry County Schools to award a contract, to pay any costs incurred in preparation of a response, nor to procure any services that may be offered.

In accordance with the authority granted in the District's procurement code, any prospective Offeror who feels aggrieved in connection with this solicitation, any addendum to the solicitation, or the subsequent award of a contract has a right to protest and present an appeal to the District's Procurement Coordinator within fifteen (15) days of the date of issuance of this RFP, any addendum thereto, or the intent to award a contract, whichever is at issue. Contact the District's Office of Procurement Services for details at 843-488-6936.

RFP DATE: March 1, 2012

RFP TYPE: Financial and Procurement Auditing Services

RFP NUMBER: 1112-30

SUBMITTAL & PUBLIC OPENING DATE & TIME: Monday, March 26, 2012 at 3:30pm, EST. Packages shall be clearly marked RFP #1112-30 Financial and Procurement Audit Services

PUBLIC OPENING PLACE: Horry County Schools
Conference Room B306
335 Four Mile Rd
Conway, S.C. 29526

MAIL RESPONSE TO: Office of Procurement Services
Attn: Denise Richardson
Horry County Schools
P.O. Box 260005
Conway, S.C. 29528-6005

EXPRESS OR HAND DELIVER RESPONSE TO: Attn: Denise Richardson
Office of Procurement Services
Horry County Schools
335 Four Mile Rd
Conway, S.C. 29526

BUYER: Ara Heinz, Procurement Specialist

RFP DOCUMENTS OBTAINED BY: Download from: <http://apps.hcs.k12.sc.us/apps/protrac/>

REQUESTS FOR INFORMATION OR CLARIFICATIONS: Must be submitted, In writing, **ONLY** email to AHeinz@horrycountyschools.net no later Monday, March 19, 2012 at Noon.

GENERAL CONTRACT CONDITIONS

Article 1

Contract Requirements

1.1 All terms and conditions of the original RFP instruction manual, including all addenda, and the successful Offeror's response as negotiated and approved by the District are an integral part of any contract for services. Any terms and conditions of the Offeror's response that are contrary to the terms and conditions of this RFP instruction manual shall be null and void unless specifically agreed to, in writing, by the District.

1.2 Any agreement or contract resulting from the acceptance of a response shall be on form(s) either supplied by or approved by the District and shall contain, as a minimum, reference to all provisions of the RFP instruction manual. Any terms and conditions of any contract provided by the Offeror, that are contrary to the terms and conditions of this RFP instruction manual shall be null and void whether or not the contract is signed by the District.

1.3 If any conflicts become apparent between the original RFP instruction manual, including all addenda, and the Offeror's response after execution of a contract that have not been clarified by said contract, the terms and conditions of the original RFP instruction manual, including all addenda, shall take precedence over any terms and conditions in any response or contract supplied by the Offeror.

1.4 The District reserves the right to amend, add, or delete services within the scope of the contract if requirements change during the performance of the contract. Fees for those services, if not stated in the original response, shall be based on fair and reasonable prevailing compensation for like services and mutually agreed to by the District and the Offeror.

1.5 No reports, information, training materials, written procedures, or other data given to or prepared by the Offeror under this contract shall be made available to any individual or firm without the prior written consent of the District. All reports, information, training materials, written procedures or other data prepared by the firm under this contract shall remain the exclusive property of the District at completion or termination of the contract and the District shall have the right to photocopy such materials for the District's own purposes or to satisfy a Freedom of Information Act request.

1.6 All services rendered under the contract shall be rendered in a professional manner consistent with prevailing industry standards and the contract requirements up to the completion of the contract period or the date of termination, whichever occurs first.

1.7 The Offeror shall maintain all licenses, permits, certifications, ratings or other requirements under the laws of the State of South Carolina or other regulatory authority in the provision of services to the District throughout the term of the contract.

1.8 The District shall have the right to audit all books and records, documents and other materials, relating to or pertaining to this contract regardless of the form they may be kept in including, but not limited to those kept by the Offeror, its employees, agents, assignees, successors, insurers and sub-contractors.

1.9 The Offeror agrees to maintain such books and records, documents and materials for the duration of the contract and for at least five (5) years following the completion of the contract. The books and records, documents and materials, shall be made available upon request to the District through its employees, agents, representatives, contractors and other designees during normal business hours at the Offeror's nearest office or place of business.

Article 2

Contract Terms & Fees

2.1 The contract term shall be for one (1) year from the inception date and time.

2.2 The District shall have the option to renew the contract on yearly increments for a maximum of two (2) renewals for a total maximum contract period of three (3) consecutive years. In addition, the District may proceed with an option to extend the contract by two (2) additional one (1) year extensions my mutual agreement and the satisfactory negotiation of terms (including a price) acceptable to both the Horry County School District and the selected firm.

2.3 All rates and fees quoted in the accepted proposal shall remain firm for the initial contract year and subsequent renewal years.

2.4 Any adjustments to or expansion of services that result in a change in the "not to exceed" fee quoted in any year must be in writing with full justification. The requested change must not have been foreseeable at the time of contract award and must have the approval of the District's Superintendent.

2.5 The District reserves the right to cancel the contract at the end of the initial contract year or any subsequent renewal year if it is in the best interests of the District to do so. Cancellation shall be in accordance with Article 6.

Article 3

Subcontracting and Assignment

3.1 Where an Offeror does not have the in-house expertise or manpower to perform the work desired, subcontracting may be permitted with full disclosure in the original response and approval by the District.

3.2 Disclosure of subcontractors after contract award is not acceptable; however, the District reserves the right to allow the Offeror to subcontract any portions of the contract or to change subcontractors during the term of the contract if it is determined to be in the best interests of the District to do so.

3.3 Should a subcontractor, that has been revealed in the response and approved by the District, not be able to fulfill his/her obligations under the contract, the Offeror may recommend another subcontractor; however, the replacement subcontractor is subject to the same scrutiny and approval by the District as the original subcontractor.

3.4 The Offeror shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the District.

Article 4

Conflict of Interest

Legal Liability and Criminal Activities

4.1 By submission of a response and subsequent entering into a contract, the Offeror agrees that he/she has no interest, direct or indirect, that would conflict in any manner or degree with the performance of services herein and that, during performance of the contract, no person shall be employed nor subcontractor enjoined to perform work for the District having such known conflict of interest.

4.2 The Offeror shall perform the duties of the contract as an independent contractor and the employees or subcontractors enjoined to the Offeror shall not be considered employees of the District. The Offeror shall pay all required employment or other taxes as required by federal or state law. The District is not responsible for providing unemployment benefits or any other insurances or benefits normally provided to its employees.

4.3 The Offeror shall agree to hold the District harmless and pay, on behalf of the District, any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding any acts or omissions related to the services provided.

4.4 An individual or firm with any employee who has been convicted of a public entity crime shall not:

- a) Submit a proposal to provide services to a public entity.
- b) Be awarded a contract for provision of services to a public entity.
- c) Perform work as a contractor, supplier, subcontractor, or consultant under a contract to a public entity.