



February 8, 2021

TO ALL PROSPECTIVE PROPOSERS

Dear Sir or Madam:

Please find enclosed a request for proposals for the audit of the financial statements of the Lowcountry Regional Transportation Authority DBA Palmetto Breeze. As you will note, this package requests an audit proposal for the fiscal year ended June 30, 2021. The award will include four (4) subsequent one-year renewals.

We hope that your firm will submit a proposal for this work. If you have any questions about the Lowcountry Regional Transportation Authority and/or its financial management, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Criss", is written over a blue horizontal line.

Henry Criss  
Director of Finance and Administration

**Lowcountry Regional Transportation Authority (LRTA)  
dba Palmetto Breeze**



**REQUEST FOR PROPOSALS (LRTA RFP# 2021-01)**

**Professional Auditing Services**

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**Due Date:** March 15, 2021

**Time:** 4:00 P.M. EST

**Receipt Location:**

Palmetto Breeze  
Attn: Henry Criss  
25 Benton Field Road  
PO Box 2029  
Bluffton, SC 29910

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## **NOTICE TO PROSPECTIVE PROPOSERS**

### **LRTA RFP# 2020-03 – Professional Auditing Services**

NOTICE DATE: February 8, 2021

OPENING DATE: **March 15, 2021 at 4:00 P.M.**

The Lowcountry Regional Transportation Authority (LRTA) is seeking proposals for the provision of professional auditing services for the fiscal year ending June 30, 2021 with four (4) subsequent one-year renewals.

The Examination and an expression of an opinion upon LRTA's financial statements for the year ended June 30, 2021, is required. Contract will include one (1) year with four (4) subsequent one-year renewals. Sealed proposals, containing one (1) original and two (2) copies of the proposal, shall be submitted to LRTA. All proposals are to be submitted in sealed envelopes with RFP 2021-01 clearly marked on the front of the envelope.

Copies of the Request for Proposals may be obtained by contacting Henry Criss, Director of Finance and Administration at [hcriss@palmettobreezetransit.com](mailto:hcriss@palmettobreezetransit.com) or by phone at (843) 757-5784. Email correspondence is preferred to ensure all queries are properly documented and responded to. When requesting a copy of the RFP, provide your full name, company name, mailing address, email address, and telephone number (with area code).

Proposals will be received by the Lowcountry Regional Transportation Authority, 25 Benton Field Road, Bluffton, SC 29910, until: **March 15, 2021 at 4:00 P.M.**

All proposals shall be subject to all applicable state and federal laws, subject to approval of a financial assistance contract between the Lowcountry Regional Transportation Authority, the S.C. Department of Transportation, and the Federal Transit Administration.

This Authority solicits and encourages Disadvantaged Business Enterprise participation. DBE's will be afforded full consideration of their responses and will not be subject to discrimination. Proposers will be required to comply with the Lowcountry Regional Transportation Authority DBE Program goal requirement where applicable. A copy of the DBE Program can be found on our website at: [www.palmettobreezetransit.com](http://www.palmettobreezetransit.com)

The LRTA reserves the right to postpone, accept, or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems in its best interest. Any person on the list of ineligible contractors for federally assisted projects is not an eligible proposer.

## **SECTION 1 – GENERAL INFORMATION**

### **Requester's Address and Recipient of Proposals**

The requester is:

Lowcountry Regional Transportation Authority  
Post Office Box 2029  
Bluffton, South Carolina 29910

Questions Concerning the scope of work should be directed to:

Henry Criss  
Director of Finance and Administration  
Post Office Box 2029  
Bluffton, South Carolina 29910  
(843) 757-5784; Fax: 843-757-5783, hcriss@palmettobreezetransit.com

Interested parties are urged to contact the Lowcountry Regional Transportation Authority to discuss the following scope in detail. Two (2) copies of the proposal/statement of qualifications are due in the offices of Lowcountry Regional Transportation Authority, **no later than 4:00 p.m. Eastern Standard Time on March 15, 2021**. Late proposals will not be considered as meeting the requirements of this Request for Proposal. All proposals become the property of Lowcountry Regional Transportation Authority.

### **Background**

Established in 1978 as the Beaufort-Jasper Regional Transportation Authority under the Regional Transportation Authority Law, Section 58-25-10 et. seq. Code of Laws of South Carolina (1976) as the primary public transportation provider for Beaufort and Jasper counties. In 1984 three additional counties were added to the Authority. To reflect the addition of Allendale, Colleton, and Hampton Counties, the name was changed to Lowcountry Regional Transportation Authority, herein known as LRTA. In April 2007, the LRTA added a dba name and is now also known as Palmetto Breeze.

Regional Transportation Authorities were formed in 1967 under Act 487 Enabling Legislation as amended on June 4, 1971. Act 487 authorized local governments to create regional planning agencies. The operating and contractual budget for the Lowcountry Regional Transportation Authority for Fiscal Year 2019 was approximately \$4.5 million and includes local, state and federal funds.

The assets of the Lowcountry Regional Transportation Authority for Fiscal Year 2019 were approximately \$5.4 million.

Accounting records are maintained using Blackbaud Financial Edge.

The Lowcountry Regional Transportation Authority is soliciting Proposals from firms for the purpose of selecting one firm to provide annual financial auditing services.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 Nature of Services Required**

The preparation of an examination and an expression of an opinion upon Lowcountry Regional Transportation Authority' financial statements for the year ended June 30, 2021 are required. The examinations must be performed in accordance with generally accepted auditing standards and include audit procedures to ensure that all State Laws and Regulations have been complied with during the fiscal year. The audit must be a single audit made in accordance with generally accepted auditing standards; the standards for financial and compliance audits contained in Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the U.S. General Accounting Office; the Single Audit Act of 1984; and the provisions of the Uniform Guidance, or the State of South Carolina Office of State Auditor requirements, as well as The Governmental Accounting Standards Board (GASB) Statements. The Lowcountry Regional Transportation Authority fully intends to adopt the provisions of any new statements issued by the Governmental Accounting Standards Board as they become effective. The effects of the implementation of any new statements on the scope of the audit should be taken into consideration in developing your proposal.

An evaluation is to be made of the internal control structure to assess the extent upon which it can be relied to ensure accurate information, to ensure compliance with law and regulations, and to provide for efficient record- keeping and effective controls. This evaluation should include a review of the internal control procedures and tests for compliance that will provide reasonable assurances that the procedures are being applied as prescribed. Data processing procedures are to be reviewed to enable the auditors to point out procedural weaknesses that may have an adverse effect on internal control, and to determine procedures that will assist in providing for greater efficiency and more effective controls.

Ten (10) copies of each of the audited financial statements and management letter are to be delivered to the Lowcountry Regional Transportation Authority at the address previously given.

A formal exit conference is to be held with the appropriate agency representatives of the Lowcountry Regional Transportation Authority. This exit conference should be held once a preliminary typed draft of the management letter is available. The LRTA is to be given an opportunity to provide a written response to the management letter which will be included in the back of the bound audit report prior to its issuance.

In performing this work, no written contract may be assigned, sublet, or transferred without the written consent of the Executive Director of the Lowcountry Regional Transportation Authority.

### **2.2 Description of Entity and Records to be Audited**

The financial records of the Lowcountry Regional Transportation Authority are physically located within the offices of Lowcountry Regional Transportation Authority at 25 Benton Field Road, Bluffton, South Carolina 29910. The accounting records are maintained on Financial Edge accounting software, a Blackbaud software company for FY 2021. The accounting system is based on accrual.

### **2.3 Assistance Available to Proposer**

Accounting staff will pull requested documents and provide most schedules. A list of documents required by staff must be given to the staff before the audit begins.

### **2.4 Report Requirements**

The reports and management letters are to be addressed to the Board of Directors, Lowcountry Regional Transportation Authority. The report of examination of the financial statements must state the scope of the examination and that the audit was performed in accordance with generally accepted auditing standards. It must also express an opinion as to whether the statements conform to generally accepted accounting principles.

The report of compliance examination must include a statement that the examination was conducted in accordance with applicable auditing standards. The audit report must state whether the examination disclosed instances of significant noncompliance with laws and regulations. Findings of noncompliance or ineligible expenditures must be presented in enough detail for management to clearly understand them.

A management letter is required and should include a statement of audit findings and recommendations affecting the financial statements, internal control, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters. A presentation of the final report to the Board will be required at the first regularly scheduled meeting of the Lowcountry Regional Transportation Authority after completion of the audited statements.

The comprehensive annual financial report will include (as applicable to the audit year) at a minimum the following requirements as well as any requirements to comply with GFOA standards:

1. Financial statements
  - a. Statement of Net Position
  - b. Statement of Activities
2. Financial Schedules
  - a. Schedule of Active Grant Awards - All awards and all receipts
  - b. Schedule of Findings and Questioned Costs by Source and Program
  - c. Such Individual Reports as may be applicable or required by the Respective Federal and State Funding Sources
  - d. Schedule of Expenditures of Federal Awards
3. Other requirements as may be imposed by funding sources or audit standards
4. Financial comments must be made by the auditor on the following:
  - a. Financial Report
  - b. Compliance
  - c. Internal Control
  - d. Accuracy and Completeness of Financial Reports submitted to federal and state agencies
  - e. Corrective action taken or planned by the recipient
  - f. Such other comments as may be required by funding sources or audit standards
  - g. Tax Filings as required for both Lowcountry Regional Transportation Authority and if required by law.

## **2.5 Time Considerations and Requirements**

The firm selected for audit of the Lowcountry Regional Transportation Authority will be announced on or before March 30, 2021. The award will be made for the FY 2021 audit period and will include four "one year" options to renew.

Audit work can commence at a date mutually agreed upon by the successful proposer and the Lowcountry Regional Transportation Authority. Final report and management letter for the Lowcountry Regional Transportation Authority's audit must be submitted to the Lowcountry Regional Transportation Authority's Office no later than October 1, 2021. A draft report is due no later than September 15, 2021.

## **2.6 Contractual Arrangements**

An award letter will be issued by the Lowcountry Regional Transportation Authority to the successful proposer. Subsequently, an engagement letter will be prepared by the accounting firm and signed by both the successful firm and the Lowcountry Regional Transportation Authority's Executive Director. The engagement letter will specify the maximum fee to be paid for performance of the proposed audit for the periods ending June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024, June 30, 2025 and will outline the work to be performed. Any expansion of services resulting in an increase in the maximum fee must have the prior written approval of the Lowcountry Regional Transportation Authority.

The Lowcountry Regional Transportation Authority is an equal opportunity employer/contractor. Contracts under this proposal will obligate the firm not to discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.

The proposal for audit services, including the management letter, and all other required services, shall be for a firm fixed price, for five years.

## **2.7 Proposal and Evaluation**

Proposals must be sealed and submitted before **4:00 PM, March 15, 2021**. Please include an original and two (2) copies of your proposal. Proposals will be evaluated by a Proposal Review Committee based on the following criteria:

1. Understanding of the Work Scope, as evidenced by the approach to performing the audit, including identification of audit areas requiring LRTA staff assistance.
2. Experience of the firm/size and structure of the firm. Including specific experience serving transportation authorities in South Carolina (minimum 3 years' experience serving transit/transportation authorities in South Carolina).
3. Qualifications of Staff & References.
4. Proposed maximum fee. Complete the table in Attachment A and list the firm's price for each of the audit years.

**The award of the contract will not be based solely on the lowest maximum fee proposed.**

Based on an evaluation of the proposals using the above criteria, it is anticipated that proposers may be scheduled for an interview with the Proposal Review Committee.



## **2.8 Working Papers**

Working papers will be retained by the successful proposer for three years or otherwise noted in the Uniform Guidance, or until advised otherwise by the Lowcountry Regional Transportation Authority, in writing. The working papers must be made available for examination by representatives of the Lowcountry Regional Transportation Authority. In addition, the successful proposer must make all working papers physically available at the audit site to any future auditors.

## **2.9 Right to Reject**

The Lowcountry Regional Transportation Authority reserves the right to reject any and all proposals/qualifications submitted and to request additional information from all proposers. It further reserves the right to waive formalities or technicalities insofar as it is legally authorized to do so in the best interest of the Council. An award will be made to the firm, which in the opinion of the Lowcountry Regional Transportation Authority is best suited to accomplish the work required by the Lowcountry Regional Transportation Authority.

### **SECTION 3 - GOVERNMENT REQUIREMENTS FOR THIRD-PARTY CONTRACTS**

#### **3.1 Government Requirements for Third-Party Contracts**

This Contract is subject to a Financial Assistance Contract between the Owner (as Recipient) and the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), and the South Carolina Department of Transportation (SCDOT).

The following standard clauses are a part of this Contract and shall be included in each of the Contractor's Subcontracts.

#### **3.2 No Obligation by the Federal Government**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **3.3 Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3.4 Access to Third Party Contract Records**

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

### **3.5 Changes to Federal Requirements**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **3.6 Civil Rights (Title VI, ADA, EEO)**

The following requirements apply to the underlying contract:

**Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

- a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **3.7 Disadvantaged Business Enterprises (DBE)**

Each contract the Recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. SCDOT has established its DBE overall goal for Federal Fiscal Years (FFY) 2018 – 2020 at 13.2% for new contracts, with .2% to be obtained through race-neutral means and the remaining 13.0% through race-conscious means. LRTA's overall goal for DBE participation is 0.5% to be obtained through race-neutral means. A separate contract specific goal has not been established for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments
- b. Assessing sanctions
- c. Liquidated damages, and/or
- d. Disqualifying the contractor from future bidding as non-responsible

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed in its written documentation of its contract commitment to the Recipient unless the contractor obtains written consent from the Recipient.

The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the Recipient unless the contractor obtains written consent from the Recipient.

The contractor will be required to report its DBE participation obtained throughout the period of performance.

Prompt Payment - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the Recipient. In addition, the contractor is required to return any retainage payments to those subcontractors within 10 calendar days after incremental acceptance of the subcontractor's work by the Recipient and contractor's receipt of the partial

The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the Recipient to use a DBE subcontractor (or an approved substitute DBE firm) without the Recipient's prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The contractor must promptly notify the RECIPIENT whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. For purposes of this paragraph, good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract.
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- f. SCDOT or LRTA determined that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;
- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the RECIPIENT.

.Before transmitting to LRTA its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to LRTA, of its intent to request to terminate and/or substitute, and the reason for the request.

### **3.8 Incorporation of FTA Terms**

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

### **3.9 Energy Conservation**

15.22.1 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **SECTION 4 – INFORMATION REQUESTED FROM THE PROPOSER**

To simplify the review process and obtain the maximum degree of comparison, proposals/statements of qualifications must be organized in the following manner:

**I. Title Page**

Show the name of the Proposal, the proposer's firm, local address, telephone number, name of the contact person, and the date.

**II. Table of Contents**

Include a clear identification of the material by section and by page number.

**III. Letter of Transmittal (Limit to one or two pages.)**

- a. Briefly state the proposer's understanding of the work to be done and make positive commitment to perform the work within the time period.
- b. State the all-inclusive fee for which the work will be done, including out of pocket costs for the first year. Show a reasonable estimate of the cost for the two subsequent years.
- c. State the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.
- d. State that the person signing the letter will be authorized to bind the proposer.

**IV. Profile of the Proposer**

- a. State whether the firm is local, regional, national, or international.
- b. State the location of the office from which the work is to be done and the number of partners, manager, supervisors, seniors, and other professional staff employed at that office.
- c. Describe the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
- d. Identify the supervisor who will work on the audit, including staff from other than the local office. Include as an appendix the resumes for each supervisory person to be assigned to the audit. Relevant experience and continuing education should also be included.
- e. Describe the recent local and regional office auditing experience similar to the type of audit requested, and give the names and telephone numbers of client officials responsible for three of the audits listed. Particular attention should be given to past experience/expertise in auditing of federal and state grant programs.
- f. Provide information, if applicable, on the circumstances and status of any disciplinary action taken or pending against the firm, or any of its professional personnel during the past three years with the South Carolina Board of Accountancy, the AICPA, or the South Carolina Association of CPA's.

**V. Mandatory Criteria**

- a. Affirm that the proposer meets the independent requirements as defined by generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, and/or any later pronouncements, and the independence standards of the South Carolina Board of Accountancy. Affirm that the proposer meets the independent requirements as stated in the Government Auditing Standards (the "Yellow Book") which contains standards for audits of government organizations, programs, activities, and functions, and of government assistance received by



contractors, nonprofit organizations, and other nongovernment organizations. These standards, often referred to as generally accepted government auditing standards (GAGAS), are to be followed by auditors and audit organizations when required by law, regulation, agreement, contract, or policy. These standards pertain to auditors' professional qualifications, the quality of audit, and the characteristics of professional and meaningful audit reports.

- b. Affirm that the proposer does will comply with the clauses and conditions included in Section 3 - Government Requirements for Third-Party Contracts.

**VI. Proposer's Approach to the Examination**

Submit a work plan to accomplish the scope of work as defined. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named. The planned use of specialists should be specified.

a. Financial Audit

- i. State whether the examination will be made in accordance with generally accepted auditing standards.
- ii. State that the primary purpose of the examination is to express an opinion on the financial statement and that such an examination is subject to the inherent risk that errors or irregularities may not be detected. State that if conditions are discovered which lead to the belief those material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise the Lowcountry Regional Transportation Authority to receive authorization for such services.

b. Compliance Audit

- i. State that in accordance with the auditing standards, the proposer will select the necessary procedures to test compliance and to disclose non-compliance with specified laws, regulations, and contracts.

**VII. Compensation**

State the total hours and hourly rate required by staff classification and the resulting all-inclusive maximum fee, including out of pocket costs, for which the requested work will be done. Additionally, complete and include Exhibit A – Proposed Cost Schedule.

**VIII. Additional Data**

Any additional information that the proposer deems relevant to the proposal.

**EXHIBIT A – PROPOSED COST SCHEDULE**

Single Agency Audit

Respondent Firm \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Table 1 – Estimated Hours and Billing Rates

Audit Work		
Position/Title	Estimated Hours	Billing Rate

Additional Work (As Required)	
Position/Title	Billing Rate

Table 2 – Proposed Audit Fees (Please indicate all-inclusive fees.)

2021 Audit	2022 Audit	2023 Audit	2024 Audit	2025 Audit	Total