

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
 100 RIBAUT ROAD
 POST OFFICE DRAWER 1228
 BEAUFORT, SOUTH CAROLINA 29901-1228
 TELEPHONE: (843) 255-2180
 www.bcgov.net

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 INTERIM COUNTY ADMINISTRATOR

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

AGENDA
FINANCE COMMITTEE
Monday, March 12, 2018
3:30 p.m.

Executive Conference Room, Administration Building
 Beaufort County Government Robert Smalls Complex
 100 Ribaut Road, Beaufort

Committee Members:
 Jerry Stewart, Chairman
 Michael Covert, Vice Chairman
 Rick Caporale
 Gerald Dawson
 Brian Flewelling
 Steven Fobes
 Stu Rodman

Staff Support:
 Suzanne Gregory, Employee Services Director
 Alicia Holland, CPA, Assistant County Administrator, Finance
 Chanel Lewis, CGFO, Controller

1. CALL TO ORDER – **3:30 P.M.**
2. DISCUSSION / BEAUFORT COUNTY ECONOMIC DEVELOPMENT CORPORATION / FY2017/2018 BUDGET
3. DISCUSSION / 2019 RETREAT LOCATION AND FACILITATION NEEDS ([backup](#))
4. DISCUSSION / UPDATED FINANCIAL POLICIES ([backup](#))
5. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Accommodations (State 2%) Tax Board
 1. One Vacancy (hospitality industry)
6. ADJOURNMENT



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 + BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2350 FAX: (843) 255-9437

PROPOSAL NOTICE NO. 043018

Pages 1 to 22

CLOSING DATE AND TIME: April 30, 2018, 3:00 p.m.

PROPOSAL TITLE: Facilitation and Strategic Plan Services for Beaufort County Council

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

A pre-proposal conference will not be held for this project.

In order for your proposal to be considered, it must be submitted to the Purchasing Department no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Department after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted electronically through the County's vendor registration system located at www.bcgov.net. Vendors must register with the County in order to submit their electronic proposal. Registration is at no cost to the vendor.**

All submittals (see page 6, Section 5.0, Proposal Submittal Requirements) received in response to this Request for Proposals will be rated by a County Selection Committee, based upon the Evaluation Criteria as listed in Part III. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

"Original Signed"

BEAUFORT COUNTY
David L. Thomas, CPPO
Purchasing Director
(843) 255-2350

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PART I: GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. One (1) clearly identified original must be electronically submitted by following the steps below.
5. Proposals will be received by the Beaufort County Purchasing Department until 3:00 p.m. on the closing date shown.

In order to do business with the Beaufort County, vendors must register with Purchasing through our vendor registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to www.bcgov.net and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry. There is no cost to the vendor to register.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload and the MSDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at [844-802-9202](tel:844-802-9202) or cservice@vendorregistry.com.

- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest time stamp will take priority.
- **Response is to be submitted ONLINE by one of the two methods below:**

a. Use the Link: VendorRegistry.com

b. From the County’s home page, select Bidding Opportunities

Offerors who desire to receive a copy of the Statement of Award must request a copy in writing. Once the contract is awarded, the information will be available on line to registered vendors.

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. Questions

E-mail any questions you have, at least ten (10) calendar days prior to proposal closing date to:

E-Mail Dave Thomas at dthomas@bcgov.net

For compliance issues or questions please contact Monica Spells our County Compliance Officer at 843-255-2354 or email at mspells@bcgov.net. Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal.

8. Electronic submissions for the RFP responses are due by 3:00 pm EST on April 30, 2018. A copy of the RFP solicitation will be available on the County’s website at www.bcgov.net. There will be no public opening of proposals.

9. Proposed RFP selection schedule:

Deadline for Responses:	April 30, 2018
Council 1 st Review of Responses :	May 9, 2018
Council Interviews of Selected Responses:	TBD
Tentative meeting with selected Consultant	TBD

10. Information relevant to the requested services:

- a. Copies of previous County Council goals and objectives from the County Council retreat.
- b. Beaufort County’s Organizational Chart is attached to this RFP.
- c. A copy of Beaufort County’s Comprehensive Master Plan is available upon request.
- d. Does the County have a balanced budget? Yes

e. Does the County have a budget for this project? There is no set budget or “not to exceed” budget for this project and will be negotiated with the selected vendor.

f. Has the County utilized a facilitator firm for these services before? Yes, Lyle Sumek Associates, Inc.

PART II: PROJECT REQUIREMENTS AND SCOPE OF SERVICES

1.0 BACKGROUND

Beaufort County Council seeks proposals from a qualified firm or individual to facilitate a strategic planning process and assist in the development of comprehensive organizational strategic plan for Beaufort County Council. The selected Consultant/Firm shall work with County Council and selected County staff to provide the services requested for the next County Council retreat attentively scheduled for February 7-9, 2019.

2.0 About Beaufort County

Beaufort County has a Council/Administrator form of County government with eleven Council members and one County Administrator. The County Administrator serves as the administrative head of Beaufort County, directing and coordinating the operation of agencies and administrative activities established by Beaufort County Council. As the chief executive officer of your Beaufort County government, the job of the County Administrator is to implement the policies of your elected Beaufort County Council in the most effective and efficient manner possible and to continue the delivery of essential public services to the residents and visitors of Beaufort County.

The County Administrator is responsible for over 44 diverse Departments and approximately 900 full time employees. Included under the County umbrella are departments such as the Airports, Animal Shelter and Control, the Assessor, County Council, the Courts, the Detention Center, Emergency Management, Finance, Purchasing, Libraries, Mosquito Control, Parks and Leisure Services, Public Works, Facilities Management, Solid Waste and Recycling, Veterans Affairs and Zoning, among many others. See the last page of the RFP for an organizational Chart. The County’s 2018 fiscal year budget is \$123,622,170. The current population of the County is estimated at 250,000 residents and over a million tourists visit the County each year.

3.0 SCOPE OF SERVICES AND REQUIREMENTS

The County intends that the successful proposer, once engaged, will prepare and facilitate the next Council Strategic Planning Retreat which is scheduled for February 7-9, 2019. To carry out this scope of work, the County expects that the successful proposer will work in close consultation with the County’s selected staff in collaboration with the County Council, if applicable; the services to be furnished pursuant to this Request for Proposals (“RFP”) may include, but are not limited to the following as needed:

3. 1 Develop a strategic planning process in collaboration with a team comprised of the County Council and selected County staff members for the new 2019-2024 Strategic Plan;

3.2 Review the most recent strategic plan reports conducted by Beaufort County in order to identify/prioritize the appropriate short/long term goals and to assist County Council to develop strategies that effectively positions the organization for success;

3.3 Identify, and make detailed recommendations to develop and deploy County Council resources (staff, funding, management systems, organizational structure, partnerships, etc.) to achieve the identified goals and strategies.

3.4 Facilitation of an estimated three day on-site County Council and staff retreat process.

3.5 Consultant/Firm shall act at all times in an attentive, ethical, and responsible manner so as to represent Beaufort County with the utmost concern for its interests, goals and image with County Council members, staff, and members of the general public.

3.6 Once selected for the contract award, prepare and conduct background interviews with County Council members and selected County staff.

3.7 Prepare all documents for all Strategic Planning Workshops to include, but not limited to, organizing materials, agendas, meeting minutes, and reports. This must include the preparation of the new 2019-2024 Strategic Plan along with a current performance report covering the County's current status on meeting goals and objectives.

4.0 MINIMUM QUALIFICATIONS

4.1 Prior Experience: Demonstrated prior and recent experience in providing similar facilitation and strategic planning consulting services. The firm and staff must have credentials relevant to the requested services and must be in the facilitation and strategic planning consulting business for a minimum of 5 years. References and/or examples of similar work completed are required. Experience with comparable jurisdictions with similar issues is desired.

4.2 Capacity: Demonstrated capability to perform the potential volume and type of services described in *Section 3: Scope of Services and Requirements*.

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall include a concise statement of the firms/consultant's approach to the project and a summary of the firms/consultant's ability to provide the required services.

Proposals should, at a minimum, include:

- A. Letter of interest, including the firm's history, size, and the name of the principal and/or key personnel who will be assigned to work directly with the County Council and staff on this project. It is expected that the same key personnel be assigned to this contract for the duration of the contract. Provide the location of the office which will be primarily responsible for providing these services.
- B. Detailed qualifications and previous experiences, especially for local/County government entities. Provide specific detail on experience and results with working with other organizations and local governments. Provide a resume for each individual who will be assigned to provide these services and designate the individual who would have primary responsibility for overseeing these services.
- C. Description of the recommended approach, methodology, deliverables, client meetings, reports and plan for performing services outlined in the Scope of Work in Section 3, including:
 1. Description of how the Proposer will specifically identify goals and objectives and prepare the new strategic plan for the County;

2. Description of proposed firms implementation plan including but not limited to the screening, interviewing, and assessment processes. This should include the information of any sub-consultants being used to include their background, resumes and contact information;
 3. Proposed timeline with specific milestones from the date of contract award;
 4. List of recent contracts, including name and contact information, of communities/organizations for which the firm has provided similar services during the past five (5) years;
 5. Sample strategic plan materials; include completed Strategic Plans from other organizations that your firm completed;
 6. Proposed techniques to identify goals and objectives;
- D. Provide your firms proposed Scope of Work and Itemized budget. At a minimum, the scope of work shall provide itemization of all costs and services and a billing schedule for each phase of the contract. If the proposal includes any expenses to be billed separately from professional fees, provide a detailed estimate of such expenses. At a minimum, your firm’s fees should provide the following:
1. If based on an hourly rate, provide the hourly rates to be charged for each individual who would be assigned to this engagement, the anticipated total hours and a general description of how billable hours will be allocated among key personnel.
 2. Provide an explanation if fees will be calculated on any other basis.
 3. Itemize the type of expenses (other than fees) for which your firm would seek reimbursement.
 4. Provide a maximum not to exceed amount for these services.

PART III: EVALUATION CRITERIA

In addition to providing the information outlined in the submittal requirements, the proposals will be evaluated on:

1. **Experience/Key Personnel**-experience of firm in conducting successful Facilitation and Strategic Planning Services with municipalities and other government or non-profit organizations. 0-20 Points
2. **Project Approach/Implementation Plan**-demonstrated ability (with examples) of successful strategic planning and how your firm will be providing the services. 0-20 Points
3. **Timeline/Schedule**-clearly delineated timeline with specific milestones. 0-10 Points
4. **References**-references were satisfied with the Proposer’s work and stated that all Strategic Planning Tasks were completed within the time frame required. 0-15 Points
5. **Sample Materials**-samples of completed work from past experiences/reports, strategic plans etc. 0-10 Points
6. **Price/Fee Schedule**-detailed fee schedule and expected expenses. 0-25 Points

TOTAL POSSIBLE POINTS: 100 Points

PART IV: CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 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, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PAYMENT AND PERFORMANCE BOND: **(Not required for this RFP)** For construction projects the successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

- 13.1 Worker's Compensation Insurance Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 13.2 Commercial General Liability Insurance Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.3 Comprehensive Automobile Liability Insurance- The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- 13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- 13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.
- 14.0 **INDEMNITY**: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

PART V SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.
- 2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal closing will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF PROPOSAL
 - 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
 - 3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- 6.1 Determine in greater detail such offeror's qualifications.
 - 6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - 6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
 - 6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle or resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.3.1 State the reasons for the action taken; and

14.3.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

- 14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
- 14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

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

State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance by circling YES or NO.

RFP NO. _____

EXHIBIT A

PAGE 1 of 3

PRICE PROPOSAL AND CERTIFICATION

The undersigned _____, having carefully examined the information
(Name of Offeror)

contained in the Beaufort County RFP Number # _____ dated _____,
2018, proposes to provide _____ services to Beaufort County Government, as outlined in this
proposal, at the prices specified below:

The Proposer may attach a pricing sheet in order to explain the fees/cost.

In compliance with the Request for Proposal # _____, and subject to all conditions thereof,
the undersigned agrees:

- (a) This proposal, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- (b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES	NO	(IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)
-----	----	--

RFP NO. _____

EXHIBIT B

PAGE 2 of 3

This proposal is submitted for use in connection with and in response to Beaufort County RFP # _____ . This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of _____, 2018, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: _____

BY: _____ DATE: _____

(Signature)

TYPE/PRINT: _____

(Name)

(Title)

ADDRESS: _____

(Street Address and/or P. O. Box Number)

(City)

(State)

(Zip Code)

PHONE: () _____

FAX: () _____

(Area Code) Phone Number

(Area Code) Fax Number

EMAIL: _____

FEDERAL ID#: _____

RFP NO. _____

EXHIBIT C

PAGE 3 of 3

IS YOUR FIRM:

1.	SOLE PROPRIETORSHIP	_____ YES	_____ NO
2.	PARTNERSHIP	_____ YES	_____ NO
3.	CORPORATION	_____ YES	_____ NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

_____ YES _____ NO IF YES, SPECIFY: _____ MBE _____ WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? _____ YES _____ NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION: _____



COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants

It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such

litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government

Post Office Drawer 1228 □ Beaufort, SC 29901-1228

843.255.2354 Telephone □ E-mail: compliance@bcgov.net



Financial Policy Guidelines

For:

Beaufort County, South Carolina

Authority:	South Carolina Statutes and other Public Finance Law
Supersedes:	Financial policies existing prior to date of adoption
Review Responsibility:	Financial Services
Review Scheduled:	Annually or as needed
Approval Needed:	County Council (Resolution # 2018/___)

Adopted: April ___, 2018

Financial Policy Guidelines

Beaufort County, South Carolina
Adopted April ____, 2018

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Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

1. OBJECTIVES

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practices of Beaufort County, South Carolina. A fiscal policy that is adopted, adhered to, and regularly reviewed is the cornerstone of sound financial management. Effective fiscal policy:

- Contributes significantly to the County's ability to insulate itself from fiscal crisis,
- Enhances short-term and long-term financial credit ability by helping to achieve the highest credit and bond ratings possible,
- Promotes long-term financial stability by establishing clear and consistent guidelines,
- Directs attention to the total financial picture of the County rather than single issue areas,
- Promotes the view of linking long-term financial planning with day to day operations, and
- Provides the County Council, citizens and the County professional management team a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

This comprehensive Financial Policy Guideline combines existing policies with new policies. Existing policies were reviewed for accuracy and completeness. Additionally, numerous other jurisdictions financial policies were studied to identify new policy guidelines that are appropriate for Beaufort County. With the above objectives as a guide, the following fiscal policy guideline is presented.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

2. OPERATING BUDGET

1. The County will develop the Budget in conjunction with a stated program of performance objectives and measures in which to gauge progress toward meeting those objectives.
2. The Financial Services Department will maintain a system for monitoring the County's budget during the fiscal year. This system will provide opportunity for departments and management to monitor and evaluate monthly financial information on expenditures and performance at both the department and fund level. Included will be provisions for amending the budget during the year in order to address unanticipated needs, emergencies, or compliance with State of South Carolina budgetary statutes.
3. The County shall continue to focus on using one-time, non-recurring, or other special revenues for funding special one-time projects.
4. The County will continue to pursue an aggressive policy seeking the collection of delinquent rescue collections, permits and other fees due to the County.
5. For services that benefit specific users, the County shall establish and collect fees to recover the costs of those services. The County Council shall determine the appropriate cost recovery level when establishing user fees. Where feasible and desirable, the County shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery attainment levels, to compare them to the current fee structure, and to recommend adjustments where necessary.
6. The County shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation of user fees, and economic development. The County shall also strive to minimize the property tax burden on Beaufort County residents.
7. In order to maintain a stable level of services, the County shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and resulting impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

OPERATING BUDGET (cont.)

- short of budget estimates during the year and should help avoid the need for mid-year service reductions.
8. The County shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue updates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, furloughs, lay-offs, forced days off, expenditure reductions, fee increases, or use of fund balance. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget for recurring expenditures.
 9. The tax rate will be set each year in accordance with state law and based on the cost of providing general governmental services and paying debt service. Consideration will be given to future net revenue requirements for capital improvement projects, operational expenditure impacts and programmed debt service.
 10. Expenditure budgets are reviewed by staff, the County Administrator, and County Council prior to adoption and are continually monitored throughout the budget year. Budgeted funds will be spent for the categorical purposes for which they were intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. No appropriations of the proceeds of a debt instrument will be made except for the purpose for which such debt instrument was issued. Donations will be spent only toward the intent for which they were given.
 11. Annually, the County will update a five-year period forecast (for both revenues and expenditures). This forecast will assist in taking a long-term view of the financial planning of the General Fund and will assist with the preparation of the County's strategic biennial budget.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

3. CAPITAL IMPROVEMENT BUDGET POLICY

1. The County will prioritize all capital improvements in accordance with an adopted capital improvement program (CIP) and South Carolina law.
2. The County will develop a five-year plan for capital improvements and review and update the plan at least every two years. The County conducts a needs assessment and projects are ranked according to priority. The estimated costs and potential funding sources for each capital project proposal will be identified before it is submitted for approval within the Capital Improvement Program (CIP) budget. The estimated costs will include consideration for inflation; the inflation rate to be determined annually in the budget process and disclosed in the capital budget. Additional projects can be added to the CIP without ranking, but funding for projects added in this manner are subject to normal operating budget constraints.
3. The County will enact a capital budget at least every two years based on the five-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
4. In general, effective maintenance and operations of capital facilities should be given priority over acquisition of new facilities, unless a cost/benefit analysis indicates to the contrary. In addition, state or federal mandates or new service demands may require acquisition of new facilities even when maintenance needs are not fully met. The County shall have an on-going 10-year facilities improvement plan to respond to maintenance and operational needs timely.
5. The County will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
6. The County will seek intergovernmental assistance to finance those capital improvements that are consistent with the capital improvement plan and County priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
7. The County will maintain all its assets at a level adequate to protect the County's capital investment and to minimize future maintenance and replacement costs. The County will maintain accurate information on the condition, lifespan and estimated replacement cost of its major physical assets to assist in long term planning.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April __, 2018

CAPITAL IMPROVEMENT BUDGET (cont.)

8. The County will identify the estimated costs and potential funding sources for each capital project proposed before it is submitted for approval.
9. The County will attempt to determine the most cost effective and flexible financing method for all new projects.
10. The County will match the financing of major capital assets to the debt schedules that closely assign payments with the expected major asset life span to insure intergenerational equity.
11. The capitalization for fixed assets resulting from purchases shall be \$5,000. Fixed assets will only be capitalized if they have a useful life of at least two years following the date of acquisition.

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Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

4. FINANCIAL RESERVES POLICIES

In 2014 the County adopted a General Fund Balance Policy. It is found in Beaufort County's Code of Ordinances Section 2-403 through 2-405.

A. General Fund Reserve Policy

1. The County will establish and maintain a General Fund Reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained within a range of fifteen percent (15%) and thirty percent (30%) of the total General Fund expenditures for the previous fiscal year and be held in the General Fund account.
2. The General Fund Reserve balance should only be used in certain limited situations such as to stabilize revenues, mitigate a projected deficit in the current operating period, retire or defease outstanding bonds or notes of the County, fund one-time or unanticipated expenditures, and pay judgments or otherwise settle legal disputes and claims.
3. Any action that results in reducing the General Fund Reserve balance below the fifteen percent (15%) threshold shall contain a provision specifically authorizing the use of such funds.
4. The County Administrator or Finance Director shall inform the Council, with as much advance time as may be practical under the circumstances, whenever the County has obligations that would reasonably be expected to result in the General Fund balance to decline below the minimum fifteen percent (15%) threshold.
5. At any time that the Council determines that the use of the General Fund Reserve balance within the fifteen (15%) to thirty percent (30%) range is needed for one or more of the reasons provided for in this section, the Council shall, by resolution, authorize the use of such reserves.
6. At no time shall County Council take action which shall have the effect of reducing the General Fund balance to an amount below an average of two (2) months' worth of total General Fund expenditures for the previous fiscal year without first declaring that an emergency exists within the County thereby necessitating the use of such funds.
7. Beaufort County shall, during the August through October hurricane season, maintain a fund balance of unrestricted and available cash equal to a minimum of fifteen (15%) of the General Fund Appropriation. Funding sources may include, but are not limited to, credit instruments, bond anticipation notes and tax anticipation notes.
8. The General Fund Reserve balance should be reported to County Council quarterly and be reviewed annually or as needed.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

B. Debt Service Fund Policy

1. The County will confine long-term borrowing to capital improvement or projects that cannot be paid for from current revenues or fund balance except where approved justification is provided.
2. The County will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.
3. When the County finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be calculated at least every two years and included in the review of financial trends.
4. Where feasible, the County will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.
5. Prior to the issuance of new General Obligation (GO) debt, consideration shall be given to forecasted tax rate requirements, ratio of net GO debt to assessed taxable value, net GO debt per capita, and debt service payments to General Fund operating budget.
6. Direct net debt as a percentage of total assessed value of taxable property should not exceed 2.5%. Direct net debt is defined as any and all debt that is tax-supported.
7. The ratio of direct debt service expenditures as a percent of total governmental fund expenditures will be targeted to remain at or below 10.0% but in any case should not exceed 12.0% with an aggregate direct debt ten-year principal payout ratio target of 60.0% or better.
8. The County recognizes the importance of underlying and overlapping debt in analyzing financial condition. The County will regularly analyze total indebtedness including underlying and overlapping debt.
9. The County may employ municipal finance professionals to assist in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors.
10. The County shall use the Comprehensive Annual Financial Report (the "CAFR") as the disclosure document for meeting its financial reporting obligations.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

DEBT SERVICE FUND (cont.)

11. The County will use fixed rate debt in most cases to finance its capital needs; however, the County may issue variable rate debt when necessary if deemed in the best interest of the County.
12. Debt structures that result in significant “back loading” of debt should be avoided.
13. The Chief Financial Officer will maintain good communications with bond rating agencies:
 - a. The CFO will provide periodic updates on the County’s financial condition.
 - b. Required disclosures on every financial report and bond prospectus will be followed.
 - c. The County may request ratings prior to the sale of securities from the major rating agencies for bond issues.
14. The County will strive to achieve and maintain the highest credit rating awarded by the bond rating agencies.
15. The County may undertake refinancing of outstanding debt:
 - a. When such refinancing allows the County to realize significant debt service savings (net present value savings equal to at least 2.0 percent of the refunded par amount) without lengthening the term of refinanced debt and without increasing debt service in any subsequent year; or
 - b. When the public policy benefits outweigh the costs associated with the issuance of new debt and any increase in annual debt service; or
 - c. When a restrictive covenant is removed to the benefit of the County.
16. The CFO shall maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements for the federal tax code.
17. The County will maintain enough fund balance, net of any potential incoming revenue, within its Debt Service Fund and County Purchase Property Fund to cover the County’s interest-only payments occurring on August 1 and September 1 of every fiscal year. The additional revenues required to grow the fund balance may be achieved by maintaining all borrowing premium revenues. (Ordinance No. 2014/7)

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

V. CASH MANAGEMENT AND INVESTMENT POLICY

The Treasurer serves as the County's chief banker and investment officer, charged with the responsibility of investing funds that are not needed for immediate expenditures. The Following is the investment policy of the Beaufort County and the Beaufort County Treasurer's Office. The scope of this investment policy applies to all moneys and other financial resources available for deposit and investment by the Beaufort County Treasurer's Office on behalf of Beaufort County and on behalf of any other agency.

1. The primary objectives of the Treasurer's Office investment activities are, in priority order:
 - a. To conform with all applicable federal, state and other legal requirements (legality);
 - b. Adequately safeguard principal (safety);
 - c. To provide sufficient liquidity to meet all operating requirements (liquidity) and;
 - d. To obtain a reasonable rate of return (yield).
2. To appropriately meet these objectives, the Treasurer's Office will make investment decisions based on current and ongoing cash flow needs.
3. All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence. Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledge and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.
4. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.
5. It is the policy of Beaufort County and the Treasurer's Office to diversity its deposits and investments by financial institution, by investment instrument, and by maturity schedule. Diversification of deposit and investment assets should be determined with the utmost care, with safety and liquidity being the primary objectives. As portfolios may range in size by account and purpose, depositories and investment managers should seek to invest as prudently as

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ___, 2018

possible, with no investment representing more than 5% of the total portfolio value; including all accounts.

As some accounts may be smaller in size, 5% of the total portfolio value may not be prudent from a diversification standpoint. With these types of accounts special care must be taken to ensure liquidity and safety. Under no circumstance should any investment in smaller accounts represent more than 20% of its portfolio value.

6. It is the policy of Beaufort County and the Treasurer's Office for all moneys collected by any officer or employee of Beaufort County, with the exception of certain special revenues and funds maintained by certain countywide elected officials, to transfer those funds to the Treasurer's Office, or the financial institution designated by the Treasurer's Office, within two (2) business days of deposit, or within the time period specified in law, whichever is shorter.

The Treasurer is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with applicable laws and regulations.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the time the proceeds are needed to meet expenditures for which such moneys were obtained. The separate identity of the sources of these funds shall be maintained at all times through the general ledger and any income received shall be credited on a pro rata basis to the general ledger fund or account from which the moneys were invested.

7. The Treasurer may utilize the services of any bank, trust company, or savings and loan association authorized to do business within the State of South Carolina.
8. All deposits and investments at a bank, trust company, or savings and loan association (hereinafter, collectively referred to as "depository"), including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively referred to as "deposits") made by the Treasurer's Office that are in excess of the amount of insured under the provisions of the Federal Deposit

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

Insurance Act, including pursuant to a Deposit Placement Program in accordance with law, shall be secured by the depository in accordance with South Carolina State Statute 6-5-15, which dictates the securing and collateralization of public funds.

9. As provided by the State of South Carolina Code of Laws Section 6, the Treasurer will invest moneys not required for immediate expenditure, for terms not to exceed its projected cash flow needs, in investments that adhere with South Carolina State Statutes 6-5-10 and 12-45-220.

The Beaufort County Treasurer may also deposit public monies in excess of current needs into the South Carolina State Treasurer's Local Government Investment Pool.

Repurchase agreements (referred to as REPOs) are complex transactions that can expose the investing local government to significant risks. If utilized, the Treasurer must submit the agreement to Beaufort County's legal counsel for review and approval; have the resources to negotiate the agreement with trading partners and custodial banks or trust companies, and monitor the investment daily. At a minimum, any repurchase agreement must comply with the requirements listed in Appendix A.

10. Some investments, although in conformity with South Carolina Code of Laws, may be in conflict with the County and the Treasurer's primary objectives of safety and liquidity. As such, the following investments are not permitted:
 - a. Interest-only Mortgage Securities
 - b. Principal-only Mortgage Securities
 - c. Z-Traunch Collateralized Mortgage Obligations (CMO's)
 - d. Floating Rate CMO's, including Inverse Floaters

11. All financial institutions and dealers with which the Treasurer's Office transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size and other factors that make the financial institution or the dealer capable and qualified to transact business with and hold public funds. The Treasurer shall evaluate the financial position and maintain a listing of proposed depositories, trading partners, and custodians.

If the Treasurer elects to utilize the services of a financial advisor, that advisor should have at least ten (10) years of experience managing public funds, five (5) years of which should be experience in managing funds within the State of South Carolina, and, at a minimum, should be a registered investment advisor.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April __, 2018

At least annually, the advisor must provide to the Treasurer their ADV forms, part I and II, filed with the Securities and Exchange Commission.

The Treasurer shall maintain a list of financial institutions and dealers approved for investment purposes. To maximize safety, the Treasurer's Office could purchase through, deliver to and hold in custody of a bank or trust company all obligations, unless registered or inscribed in the name of the applicable government agency.

12. The Treasurer shall review this investment policy annually, or as needed, and shall have the power to amend this policy at any time. County Council shall regularly request reporting from the Treasurer regarding the status of investments and changes in investment policy.

Investment performance should be evaluated at least semi-annually and be taken into consideration when reviewing the investment policy. Investment performance benchmarks may include time weighed return, net of fees, on individual accounts as well as the overall portfolio.

13. The State Treasurer is authorized to assist the Treasurer's Office in investing funds that are temporarily in excess of operating. This can be accomplished by explaining investment opportunities through publication and other appropriate means; acquainting the Treasurer's Office with the State's practice and experience in investing short-term funds; and providing technical assistance in investment of idle funds when such assistance is requested.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April ____, 2018

Appendix A- Repurchase Agreements

At a minimum, a repurchase agreement must comply with the following:

1. Trading partners should be limited to creditworthy banks or trust companies located and authorized to do business in the State of South Carolina or to registered primary dealers.
2. Unless the obligations that are purchased pursuant to the repurchase agreement are registered or inscribed in the name of the local government, obligations must be purchase through, delivered to and held in the custody of a bank or trust company located and authorized to do business in the State of South Carolina. The custodial bank or trust company may not be the seller of the obligations that are the subject of the repurchase agreement.
3. A Master Repurchase Agreement must be entered into, outlining the basic responsibilities and liabilities of the buyer and seller and a written agreement with the custodial bank or trust company, outlining the basic responsibilities and liabilities of the buyer, seller and custodian.
4. The custodial agreement should provide that the custodian takes possession and maintains custody of the obligations exclusively for the local government, that the obligations are free of any claims against the trading partner, and that any claims by the custodian are subordinate to the local government's claims or rights to those obligations.
5. The obligations must be credited to Beaufort County, or the applicable agency, on the records of the custodial bank or trust company, and the transaction must be confirmed in writing to the local government by the custodial bank or trust company.
6. The obligations purchased may only be sold or presented for redemption of payment by the custodian upon written instructions of the Treasurer.
7. A perfected security interest must be obtained in the obligation.
8. Agreements may be for no more than 30 days.
9. Agreements must specify whether to include margin requirements.
10. No substitution of obligations is permitted.

Financial Policy Guidelines

Beaufort County, South Carolina

Adopted April __, 2018

11. Payment for the purchased obligations should not be made by the custodial bank or trust company until the obligations are actually received, preferably done simultaneously.
12. Obligations that are purchased to a repurchase agreement are deemed to be payable or redeemable, for purposes of the GML, on the on which the purchased obligations are scheduled to be repurchased by the seller.

DRAFT

ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: EDC Expenses FY2017/2018
Date Submitted: March 12, 2018
Submitted By: Stephen Murray
Venue: Finance Committee

	Descriptions	Expenses	Revenues
	Present Cash on Hand		\$ 67,175
	Receivables - County		\$ 50,000
	Sub Current Revenue		\$ 117,175
	Expenses		
	Payroll Balance of year	\$ 40,840	
	Assistant Payroll	\$ 7,500	
	Payroll Taxes Balance of the year	\$ 17,262	
	Regus - Office	\$ 5,200	
	Insurance	\$ 6,000	
	Mileage	\$ 3,400	
	Expenses	\$ 5,000	
	Greenville Consultants Visit	\$ 750	
	Heritage Classic	\$ 1,500	
	Familiarization	\$ 7,500	
	Airshow with Dept of Commerce	\$ 4,000	
	Industrial Asset Management Council	\$ 3,000	
	Area Developments - Consultants Event	\$ 2,500	
	SEDA Conusultants Forum	\$ 2,000	
	Support at SCA Trade Shows	\$ 6,000	
	International Economic Development Cou	\$ 2,500	
	Lead Generation	\$ 4,900	
	Airport Marketing	\$ 4,800	
	Marketing General	\$ 5,000	
	Supplies	\$ 400	
	Membership & Dues	\$ 2,145	
	Strategic Planning Consultant	\$ 5,000	
	Business Retention & Expansion	\$ 4,500	

Topic: EDC Expenses FY2017/2018

Date Submitted: March 12, 2018

Submitted By: Stephen Murray

Venue: Finance Committee

	Sub Total of Expense	\$ 141,697
	Projected Deficit FY 2017-18	\$ (24,522)
	Fixed Charges Q1 2018-19 FY	
	ED	\$ (10,210)
	Assistant	\$ (2,375)
	Taxes	\$ (3,500)
	Insurance	\$ (2,400)
	Rent	\$ (1,200)
	Expenses	\$ (2,000)
	Needed by end of this Quarter	\$ (46,207)