



REQUEST FOR PROPOSALS

AUDITING SERVICES

Solicitation No.: 110126

Deadline for Questions: October 23, 2026

Proposal Submission Deadline: October 30, 2026 @ 3:00 p.m.

Anticipated Award Date: November 9, 2026

Contract Start: Following Award and Contract Execution

FY 2025–2026 Audit Completion Deadline: March 1, 2027

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REQUEST FOR PROPOSALS FOR AUDITING SERVICES

PURPOSE

Senior Services Inc. of Chester County is requesting proposals from qualified, independent Certified Public Accounting firms to provide annual financial statement auditing services in accordance with auditing standards generally accepted in the United States of America (GAAS) and Government Auditing Standards (GAGAS). In fiscal years in which the agency is subject to the audit requirements of 2 CFR Part 200, Subpart F, the selected firm shall also perform the required Single Audit. The initial audit shall cover the fiscal year beginning July 1, 2025, and ending June 30, 2026.

QUESTIONS

Questions concerning this solicitation must be submitted no later than **October 23, 2026**. Questions should be submitted electronically to:

Jennifer Davis, Executive Director
Senior Services Inc. of Chester County
1197 Armory Road
Chester, SC 29706
Email: jdavis@chesterconnector.com

Any material clarification or modification of this solicitation will be issued by written addendum and made available to all prospective proposers.

PROPOSAL SUBMISSION

Proposals must be received no later than **October 30, 2026, at 3:00 p.m.** Electronic submissions are permitted and should be emailed to:

jdavis@chesterconnector.com
The email subject line should state:
Auditing Services RFP – Solicitation #110126

Mailed or hand-delivered proposals will also be accepted at:

Senior Services Inc. of Chester County
1197 Armory Road
Chester, SC 29706

Mailed or hand-delivered proposals should be clearly marked:
Auditing Services RFP – Solicitation #110126

Proposals received after the established deadline may be considered nonresponsive and may not be considered for award. Senior Services Inc. of Chester County is not responsible for delays in electronic transmission, mail delivery, courier delivery, or other circumstances resulting in a proposal being received after the deadline.

ANTICIPATED AWARD AND CONTRACT TERM

Senior Services Inc. of Chester County anticipates awarding the contract on November 9, 2026. The contract shall cover three annual audit engagements for FY 2025–2026 through FY 2027–2028, with up to two additional one-year renewal options subject to satisfactory performance, continued need, availability of funding, and mutual agreement of the parties. The selected firm shall be prepared to begin work immediately following award and contract execution. The FY 2025–2026 audit and required final audit reports shall be completed no later than March 1, 2027.

AGENCY BACKGROUND

Senior Services Inc. of Chester County is a nonprofit organization established in 1973 and recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code in 1974. The agency is governed by a Board of Directors.

The agency administers public transportation services through The Connector and operates the Senior Companion Program through AmeriCorps Seniors. The organization receives funding from a combination of federal, state, county, healthcare transportation, contractual, and private sources.

The agency's fiscal year is **July 1 through June 30**. Financial records are maintained using QuickBooks Desktop, with accounting services provided by an independent accounting contractor. Payroll is processed through ADP, including the preparation and filing of applicable quarterly and annual payroll tax reports. The agency currently maintains an operating checking account, savings account, line of credit, and agency credit card.

Major funding and contractual sources include Federal Transit Administration funding administered through SCDOT-OPT, including Section 5311; AmeriCorps Seniors funding; Medicaid/non-emergency medical transportation revenue through Modivcare; and other federal, state, local, contractual, and private funding received during the applicable fiscal year.

SCOPE OF SERVICES

The selected independent Certified Public Accounting firm shall perform the annual financial statement audit and related services described below for each fiscal year covered by the contract. A Single Audit shall be performed only when required under 2 CFR § 200.501.

At a minimum, the selected firm shall:

1. Conduct the annual financial statement audit in accordance with GAAS and GAGAS and issue the independent auditor's report, the report on internal control over financial reporting and on compliance and other matters required by Government Auditing Standards, and all other reports and communications required by the applicable professional standards.
2. In fiscal years in which the agency expends \$1,000,000 or more in Federal awards and a Single Audit is required under 2 CFR § 200.501, perform the additional procedures and issue the additional reports required under 2 CFR Part 200, Subpart F, including the audit of major federal programs and related internal control over compliance, and all reports required by 2 CFR Part 200, Subpart F.
3. Prepare and electronically file the agency's annual IRS Form 990 and, when necessary, Form 8868, and provide the agency with complete copies and confirmation of electronic acceptance.
4. Provide draft audit reports to agency management for review prior to issuance of the final audit.
5. Prepare a management letter containing recommendations or observations, if applicable.
6. Present the completed audit and significant findings to the Board of Directors, either in person or virtually as requested by the agency.
7. Provide electronic copies of the final audited financial statements, management letter, Form 990, and all other required reports and filings.
8. When a Single Audit is required, complete the auditor portions of the Federal Audit Clearinghouse submission and cooperate with management in timely submission of the reporting package.
9. Maintain timely communication with the Executive Director regarding significant issues, documentation needs, and anticipated delays.

AUDIT STANDARDS AND REQUIREMENTS

The annual financial statement audit shall be conducted in accordance with:

- Auditing standards generally accepted in the United States of America (GAAS); and
- Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, using the edition effective for the applicable audit period.

Accordingly, the annual audit shall include the additional reporting on internal control over financial reporting and compliance required by Government Auditing Standards, regardless of whether the agency is required to undergo a Single Audit for that fiscal year.

When a Single Audit is required for the fiscal year, the auditor shall additionally conduct the engagement in accordance with:

- The Single Audit Act, as amended;
- 2 CFR Part 200, Subpart F — Audit Requirements;
- The OMB Compliance Supplement applicable to the audit period; and
- Other applicable federal award requirements.

AUDITOR QUALIFICATIONS

The firm must be an independent Certified Public Accounting firm licensed and qualified to perform GAGAS financial statement audits and Single Audits and must demonstrate recent experience auditing nonprofit organizations receiving federal awards. Experience with FTA/SCDOT-OPT funding, AmeriCorps, or comparable federal programs is preferred.

The firm and personnel assigned to the engagement shall meet all applicable independence, professional education, licensing, peer review, and other professional requirements necessary to conduct the engagement.

The proposal shall identify the partner or principal responsible for the engagement and other key personnel anticipated to perform the work and shall describe their relevant qualifications and experience.

The firm shall provide a copy of its most recent peer review report and disclose any findings relevant to its ability to perform this engagement.

AUDITOR INDEPENDENCE AND CONFLICTS OF INTEREST

The selected auditor shall maintain independence in accordance with all professional standards and federal requirements applicable to the engagement. The proposer shall disclose any actual, potential, or apparent conflict of interest that could affect the firm's independence or ability to perform the services required by this RFP. The selected firm shall immediately disclose to Senior Services Inc. of Chester County any circumstance arising during the contract period that could impair, or reasonably appear to impair, the firm's independence.

Management shall retain responsibility for the financial statements, Form 990, the Schedule of Expenditures of Federal Awards when applicable, and all management decisions, and any preparation assistance provided by the auditor shall be performed in accordance with applicable independence requirements.

PROPOSAL REQUIREMENTS

To facilitate consistent evaluation, proposals should be organized in the following order:

1. Firm Qualifications and Relevant Experience

Provide the firm's name, address, contact information, CPA licensing information, relevant nonprofit, GAGAS, Single Audit and federal award experience, most recent peer review report, and disclosure of any independence concerns or conflicts.

2. Engagement Team

Identify the engagement partner or principal and key personnel and describe their qualifications and relevant experience.

3. Audit Approach and Timeline

Describe the proposed audit approach, anticipated schedule, information required from the agency, communication approach, and ability to complete the FY 2025–2026 audit by March 1, 2027.

4. References

Provide at least three professional references, preferably nonprofit or governmental clients for whom the firm has performed comparable audit services within the past five years.

5. Cost Proposal

Provide all pricing in accordance with the Cost Proposal requirements below.

COST PROPOSAL

Pricing Schedule

Base Annual Audit Fee

Proposers shall provide a fixed annual fee for each base contract year and optional renewal year. The Base Annual Audit Fee shall include all services identified in the Scope of Services other than the Single Audit add-on, including the annual GAAS/GAGAS financial statement audit and all required reports and communications.

Single Audit Add-On

The proposer shall separately state the incremental fixed fee for a Single Audit assuming one major federal program and the additional fixed fee for each additional major federal program. No Single Audit add-on fee shall be charged for a fiscal year in which a Single Audit is not required.

Fixed fees shall include routine travel and out-of-pocket expenses. Any other charges or services not included in the fixed fees must be clearly identified.

Fiscal Year	Base GAAS/GAGAS Financial Statement Audit Fee	Single Audit Add-On – One Major Federal Program	Each Additional Major Federal Program
FY 2025–2026	\$ _____	\$ _____	\$ _____
FY 2026–2027	\$ _____	\$ _____	\$ _____
FY 2027–2028	\$ _____	\$ _____	\$ _____
Option Year FY 2028–2029	\$ _____	\$ _____	\$ _____
Option Year FY 2029–2030	\$ _____	\$ _____	\$ _____

EVALUATION AND SELECTION

Proposals will be evaluated using the following criteria:

Evaluation Factor	Maximum Points
Firm Qualifications & Relevant Audit Experience	25
GAGAS/Single Audit & Federal Funding Experience	20
Qualifications & Experience of Assigned Personnel	15
Audit Approach & Ability to Meet Required Deadline	15
References, Peer Review & Past Performance	10
Cost Proposal	15
TOTAL	100

Senior Services Inc. of Chester County intends to award the contract to the responsible and responsive proposer whose proposal is determined to provide the best overall value to the agency based upon the evaluation criteria established in this RFP. Award will not necessarily be made to the proposer submitting the lowest cost.

Senior Services Inc. of Chester County may request clarification of proposal information and verify references or other information submitted by a proposer. Clarification may not materially modify a proposal after the submission deadline.

For purposes of evaluating cost, the agency will consider pricing for all base and optional contract years, including applicable Single Audit add-on pricing.

DEBARMENT & FEDERAL ELIGIBILITY

The selected contractor must not be suspended, debarred, excluded, or otherwise ineligible to participate in federally assisted transactions. Senior Services Inc. of Chester County will verify eligibility through SAM.gov or another method permitted by applicable federal requirements. Any active SAM.gov registration or Unique Entity Identifier requirement specifically imposed by SCDOT-OPT or another applicable funding source must be satisfied prior to contract execution.

FEDERAL AND STATE CONTRACT REQUIREMENTS

This procurement may be funded in whole or in part with Federal Transit Administration assistance administered through SCDOT-OPT. The selected contractor shall comply with all federal, state, and SCDOT-OPT requirements applicable to the funding source, procurement type, and contract value. Applicable federal contract provisions identified in the attached Federal Contract Requirements appendix are incorporated into this solicitation and shall be incorporated into the resulting contract, including all required subcontractor flow-down provisions.

CONTRACT AWARD AND EXECUTION

The selected proposer shall execute a written contract with Senior Services Inc. of Chester County before commencing services. The contract shall incorporate this RFP, the successful firm's accepted proposal, applicable federal and state requirements, and any other terms agreed upon by the parties.

RESERVATION OF RIGHTS

Senior Services Inc. of Chester County reserves the right to:

- Reject any or all proposals;
- Determine whether a proposal is responsive and whether a proposer is responsible;
- Request clarification or additional information when permitted;
- Verify information submitted by a proposer;
- Contact references;
- Negotiate permissible contract terms with the selected proposer;
- Cancel or amend the solicitation when necessary;
- Decline to exercise any optional contract year; and
- Take other actions necessary to protect the interests of the agency and comply with applicable procurement requirements.

Issuance of this RFP does not obligate Senior Services Inc. of Chester County to award a contract or reimburse a proposer for costs incurred in preparing or submitting a proposal.

PROPOSER ACKNOWLEDGEMENT

Auditing Services RFP
Solicitation #110126

Firm Name: _____

Address: _____

City/State/ZIP: _____

Contact Person: _____

Telephone: _____

Email: _____

The undersigned certifies that they are authorized to submit this proposal on behalf of the proposer and that the information contained in the proposal is true and correct to the best of their knowledge.

The proposer acknowledges receipt and understanding of the requirements contained in this Request for Proposals and agrees, if selected, to comply with the applicable terms and requirements of the resulting contract.

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

APPENDIX A

FEDERAL AND SCDOT CONTRACT REQUIREMENTS AND CERTIFICATIONS

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Senior Services Inc. of Chester County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to Senior Services Inc. of Chester County, the Contractor, or any other party pertaining to any matter resulting from the contract.

The Contractor agrees to include this provision in applicable subcontracts.

2. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

By submission of its proposal and execution of the resulting contract, the Contractor certifies that it:

(a) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor is unable to make either certification, it shall disclose that circumstance in writing to Senior Services Inc. of Chester County prior to contract award. Senior Services Inc. of Chester County shall not enter into the contract without any approval required from FTA or SCDOT-OPT.

The Contractor shall include this requirement in applicable lower-tier agreements regardless of the value of the subcontract.

3. NOTIFICATION OF FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

For contracts expected to equal or exceed \$25,000, the Contractor shall promptly notify Senior Services Inc. of Chester County of any current or prospective legal matter that may affect the Federal Government, including a major dispute, breach, default, litigation, or other legal matter involving the performance of this contract or Federal assistance.

The Contractor shall also promptly notify Senior Services Inc. of Chester County upon obtaining credible information concerning potential fraud, waste, abuse, false claims, conflicts of interest, bid rigging, misappropriation or embezzlement, bribery, gratuities, or similar criminal or civil misconduct involving Federal assistance or performance of this contract.

Senior Services Inc. of Chester County shall make any notification required to the U.S. Department of Transportation Office of Inspector General, FTA Chief Counsel or Regional Counsel, SCDOT-OPT, or other appropriate governmental authority. The Contractor shall include an equivalent provision in applicable lower-tier covered transactions.

4. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

The Contractor acknowledges that federal laws and regulations concerning false or fraudulent statements, claims, and representations may apply to this federally assisted contract.

The Contractor shall provide truthful, complete, and accurate information in connection with this solicitation, contract, invoices, certifications, reports, and other documentation submitted in connection with the contract.

5. TRAFFICKING IN PERSONS

The Contractor shall comply with applicable requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), 2 CFR Part 175, and FTA Master Agreement requirements concerning trafficking in persons.

The Contractor and its employees participating in the federally assisted contract shall not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of the contract.

The Contractor shall promptly notify Senior Services Inc. of Chester County of any credible information concerning a violation of these requirements and shall include an equivalent provision in applicable subcontracts or other lower-tier agreements with private entities.

6. ACCESS TO RECORDS AND RECORD RETENTION

The Contractor shall provide Senior Services Inc. of Chester County, SCDOT-OPT, FTA, the Comptroller General of the United States, and other authorized representatives access to books, documents, papers, records, and other information directly pertinent to this contract as required by applicable federal or state requirements.

The Contractor shall retain contract-related records for at least three years after final payment and closure of all pending matters, or for any longer period required by applicable federal, state, SCDOT-OPT, or agency requirements, and shall make such records available for inspection, examination, or audit upon request.

7. CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall comply with applicable federal laws, regulations, policies, procedures, and directives, including amendments or revisions that become applicable during the term of the contract.

Applicable federal requirements and changes thereto are incorporated into the contract to the extent required by law or by the terms and conditions of the federal financial assistance supporting the contract.

8. TERMINATION

Senior Services Inc. of Chester County may terminate the resulting contract, in whole or in part, for cause or for convenience by written notice to the Contractor specifying the extent of termination and the effective date.

Upon receipt of notice, the Contractor shall discontinue affected work as directed, take reasonable steps to protect agency property and records, and promptly deliver all completed and partially completed work products, records, reports, and other materials belonging to Senior Services Inc. of Chester County.

In the event of termination, the Contractor shall be compensated for allowable services satisfactorily performed through the effective date of termination and for other reasonable and documented amounts allowable under the contract, less any amounts due Senior Services Inc. of Chester County because of Contractor default or breach. The Contractor shall not be entitled to anticipated profit on work not performed.

9. CIVIL RIGHTS AND NONDISCRIMINATION

The Contractor shall comply with all applicable federal and state civil rights and nondiscrimination requirements, including applicable requirements concerning Title VI, equal employment opportunity, and the Americans with Disabilities Act.

The Contractor shall not discriminate against any employee, applicant, subcontractor, or person receiving the benefit of federally assisted services on any basis prohibited by applicable law.

Applicable civil rights requirements shall be flowed down to subcontractors as required.

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE

The contractor, subrecipient, or subcontractor 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 DOT-assisted contracts. 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 Senior Services Inc. of Chester County deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

Prompt Payment and Retainage. If the Contractor utilizes subcontractors, the Contractor shall pay each subcontractor for satisfactory performance no later than 30 days after receipt of each payment from Senior Services Inc. of Chester County for work performed by that subcontractor. The Contractor shall also make prompt and full payment of any retainage owed to a subcontractor within 30 days after the subcontractor's work is satisfactorily completed, in accordance with 49 CFR §26.29. These requirements shall apply to all subcontractors, including lower-tier subcontractors, as required by applicable law and SCDOT-OPT requirements.

11. INCORPORATION OF FTA TERMS

The provisions contained in this Appendix include certain standard terms and conditions required by the U.S. Department of Transportation and FTA.

All applicable federal requirements are incorporated into the resulting contract by reference. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with Senior Services Inc. of Chester County requirements that would cause the agency to violate applicable FTA requirements.

12. DEBARMENT AND SUSPENSION

The Contractor certifies that neither the firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, excluded, or voluntarily excluded from participation in federally assisted transactions, except as disclosed in writing to Senior Services Inc. of Chester County.

The Contractor shall not knowingly enter into a covered subcontract with a person or entity that is debarred, suspended, excluded, or otherwise ineligible to participate in federally assisted transactions.

13. ENERGY CONSERVATION

The Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in accordance with applicable federal requirements.

14. CONFLICT OF INTEREST AND AUDITOR INDEPENDENCE

The Contractor shall avoid actual, potential, or apparent conflicts of interest in connection with the performance of this contract and shall maintain the independence required to perform professional auditing services.

The Contractor shall comply with applicable professional auditing standards, Government Auditing Standards, and applicable federal, state, and SCDOT-OPT conflict-of-interest requirements.

The Contractor shall disclose in writing any actual, potential, or apparent conflict of interest known at the time of proposal submission and shall promptly disclose any conflict that arises during the contract.

The Contractor shall not engage in activities, relationships, or financial interests that impair, or reasonably appear to impair, its independence or objectivity.

Senior Services Inc. of Chester County reserves the right to determine whether a disclosed conflict can be appropriately addressed or whether it prevents the Contractor from performing the engagement.

15. DRUG-FREE WORKPLACE

The Contractor shall comply with applicable federal and SCDOT-OPT Drug-Free Workplace requirements throughout the term of the contract.

Nothing in this provision shall be interpreted as imposing FTA drug and alcohol testing requirements applicable to transit operations upon an auditing contractor when those requirements otherwise do not apply.

16. SEAT BELT USE

The Contractor shall comply with applicable federal and SCDOT-OPT requirements concerning seat belt use and shall encourage employees performing work in connection with this contract to use seat belts while operating or traveling in motor vehicles.

17. DISTRACTED DRIVING

The Contractor shall adopt and enforce workplace safety policies designed to reduce crashes caused by distracted driving, including policies prohibiting text messaging while driving when performing work under this contract or while using a vehicle in connection with the contract.

The Contractor shall undertake appropriate employee education and awareness regarding distracted driving and shall include this requirement in applicable federally assisted lower-tier agreements.

18. PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

The Contractor shall comply with 2 CFR § 200.216 and Appendix II(K) to 2 CFR Part 200. The Contractor shall not use Federal funds under this contract to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain covered telecommunications equipment or services, including systems that use covered telecommunications equipment or services as a substantial or essential component or as critical technology.

The Contractor shall include this prohibition in applicable lower-tier agreements.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

To the greatest extent practicable and consistent with law, the Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States in connection with this contract, consistent with 2 CFR § 200.322 and other applicable Federal domestic preference requirements.

This requirement shall be included in applicable lower-tier agreements and purchase orders under the Federal award.

20. SUBCONTRACTORS AND FLOW-DOWN REQUIREMENTS

The Contractor shall include applicable federal, FTA, and SCDOT-OPT requirements in subcontracts entered into in connection with this contract when such flow-down is required.

The Contractor remains responsible for compliance by its subcontractors with all applicable requirements and shall flow down each federal provision to the tier and dollar threshold required by applicable law, regulation, FTA requirement, or the terms of the Federal award.

APPENDIX B

PROPOSER CERTIFICATION CHECKLIST

Auditing Services – Solicitation No. 110126

By signing below, the Proposer certifies and acknowledges compliance with the applicable requirements listed below:

- No Federal Government Obligation to Third Parties
- Federal Tax Liability and Recent Felony Convictions
- False or Fraudulent Statements and Claims
- Access to Records and Record Retention
- Changes to Federal Requirements
- Termination
- Trafficking in Persons
- Civil Rights and Nondiscrimination
- Disadvantaged Business Enterprise (DBE)
- Incorporation of FTA Terms
- Debarment and Suspension
- Energy Conservation
- Conflict of Interest and Auditor Independence
- Drug-Free Workplace
- Seat Belt Use
- Subcontractor and Flow-Down Requirements
- Notification of Fraud, Waste, Abuse, or Other Legal Matters
- Distracted Driving
- Prohibition on Covered Telecommunications and Video Surveillance Equipment or Services
- Domestic Preferences for Procurements

Firm Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, _____

(Name and title of authorized official)

hereby certify to the South Carolina Department of Transportation, on behalf of _____ that:

(Name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC section 1601: et seq.)).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Title of Authorized Representative

Printed Name/Title of Authorized Representative

Date

THE DRUG-FREE WORKPLACE ACT

S.C. Code Ann. §§44-107-10 through -90 (1990)

As provided by S.C. Code Ann. §44-107-30, no person (a partner, corporation organized or united for a business purpose, or a governmental agency) may receive a contract or grant "...for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the person has certified to the agency that it will provide a drug-free workplace as set forth in the "Certification Statement for Person" set forth below.

S.C. Code Ann. §44-107-40 provides that no individual may receive a contract or grant "...for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the contract or grant includes the "Certification Statement for Individual" set forth below. Please check the box beside the certification statement that applies to you and sign and date this form.

I hereby certify to the South Carolina Department of Transportation that I will provide a drug-free workplace.

I hereby certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

COMPANY NAME & ADDRESS

Authorized Signature

Date