



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

January 5, 2026

Subject: RFP #26084-P, Data Center Co-Located Personal Property Valuation

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for valuation of business personal property co-located in leased space in the new data center. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to Sherry White in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00p.m., Wednesday, January 28, 2026.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

RFP Number: #26084-P

RFP Name: Data Center Co-Located Personal Property Valuation

Your envelope must be sealed, and should show your company's name and address.

Proposals will be received at the above address until 3:00 p.m., Wednesday, February 11, 2026, in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read. Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

Ted L. Burgess
Chief Procurement Officer

GENERAL TERMS AND CONDITIONS

1. **Definitions:**

- a. **RFP:** Request for Proposals.
- b. **Offeror:** A company or individual who submits a proposal in response to this RFP.
- c. **Successful Offeror:** The Offeror that is awarded a contract.
- d. **Contractor:** The Successful Offeror, upon execution of the contract.
- e. **County:** Fayette County, Georgia.

2. **Preparation of Offers:** It shall be the responsibility of the Offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the Offeror and such exceptions being included with the offer, will form the basis of the contract between the Successful Offeror and the County. The Offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the County, in a sealed opaque envelope. **Price schedules** shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, and a copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

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4. **Timely Receipt:** Offers not received in the Purchasing Department by the time and date of the scheduled proposal opening will not be considered.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety (90) days from the date of the opening to the date of award.
6. **Corrections or Withdrawals:** The Offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.
7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any proposal received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.

8. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
9. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the Offeror is acknowledging his acceptance of all site conditions.
10. **References:** Offerors shall submit with proposals a list of similar projects the Offeror has done that are of the same or similar nature to the work described herein, on the enclosed form titled "List of Similar Projects".
11. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

12. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the Offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the County. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
13. **Non-Collusion:** By responding to this request for proposals, the Offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other Offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
14. **Ability To Perform:** The Offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and

human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the offer.

15. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any Offeror prior to the County issuing a written Notice to Proceed.
16. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2027. Thereafter, this agreement will renew automatically for additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party notifies the other party at least 90 days prior to the end of the then-current term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
17. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
18. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
19. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
20. **Indemnification:** The Contractor shall indemnify and save the County and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed by or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
21. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the County.
22. **Insurance:** The Successful Offeror shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

- **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the Successful Offeror, the Successful Offeror shall provide Certificates of Insurance for all required coverage. The Successful Offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

23. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
24. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
25. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
26. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.
27. **Open Records Act:** In the event that the Contractor receives, and responds to, a request for information as provided in Georgia's Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), the Contractor shall promptly provide the County the same information provided to the initiator of the request for information. Contractor shall email such information to the county's Custodian of Records at tsmith@fayettecountyga.gov.

Request for Proposals #26084-P Data Center Co-Located Personal Property Valuation

OBJECTIVE

Fayette County, Georgia seeks to contract with a qualified firm to verify annual valuations of co-located business personal property that is in leased spaces in the new data center. The objective is to assure that annual valuations submitted to the Tax Assessor are materially accurate for tax purposes, while doing so at a reasonable cost.

BACKGROUND

Quality Technology Services (QTS) is building a new data center campus in Fayetteville, Georgia. The first two buildings have been completed and are in use. When built out, the campus is currently planned to include up to 13 buildings containing a total of approximately five million square feet. QTS provides co-location services for other companies to lease space for their equipment.

Taxes have been abated on the real and personal property owned by QTS, but not other companies' personal property located in leased space. Ad valorem taxes will therefore be assessed on the value of personal property located in the QTS data center, but owned by other companies.

Data centers present unique challenges to Tax Assessors due to co-location and high value, quickly depreciating assets, legal requirements, and other considerations.

STATEMENT OF NEED / SCOPE OF SERVICES

QTS' facility is the first data center to be built in the County. Due to the size and complexity of the data center operation, the County seeks a qualified firm that is experienced with valuations like this, including proper categorization of high-tech personal property, appropriate depreciation schedules for each type of equipment, inventory verification, legal exemptions (e.g. O.C.G.A. Title 48), and other considerations.

The County seeks to obtain reasonable assurance that annual valuation of personal property provided by companies with equipment located in space leased from QTS is materially accurate, and do so at a cost to the County that is economically viable. This is important as we establish an initial valuation as a baseline. It will be equally important on an on-going basis as the quantity and depreciated values of personal property change over time, and as additional data center space comes online.

The new data center represents a significant but complex portion of the local tax base. Due to the value of co-located equipment, the frequent turnover of hardware (refresh cycles), and other considerations,

the County seeks specialized third-party expertise in assuring we have materially accurate personal property valuations for companies co-locating within the data center.

RESPONSE REQUIREMENTS

1. **Cover Page:** Include the Request for Proposal number (#26084-P) and title (*Data Center Co-located Personal Property Valuation*). Also include your firm's name, address, telephone number, and e-mail address.
2. **Table of Contents**
3. **Required Documents:**
 - Company Information Page *{form provided}*
 - Contractors Affidavit under O.C.G.A. § 13-10-91(b)(1) *{form provided}*
 - List of Similar Projects *{form provided}*
 - Signed addenda if any are issued
4. **Understanding and Approach:** State your understanding of the objectives of this RFP. Describe the approach you propose to take in addressing the needs addressed by the Statement of Need / Scope of Services. Identify potential challenges you may face, and how you would resolve them. Describe any specialization or unique capabilities of your firm that may be beneficial to this project. Discuss your first-year review to establish baseline date, and subsequent ongoing verification. Explain measures you would take to minimize costs to the County, while providing materially accurate results.
5. **Project Team:**

Identify the key team members who would be assigned to this project (the project team may include personnel employed by the Firm, or a mixture of personnel and outside sub-consultants).

Provide a resume for each of the key team members. Include relevant accreditations and certifications for each. Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each for this project. Identify the main contact person for the project team.
6. **Firm's Expertise and Experience:** Provide a brief overview of your company, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Specifically include the firm's experience in providing valuation services for business personal property co-located in data centers.
7. **Best Practices:** Discuss best practices that your company observes as pertains to material accuracy, transparency, audit integrity, and defensibility; identifying discrepancies or omissions

in reported asset inventories, classifications, or depreciation schedules; applying industry-standard valuation methodologies tailored to data center equipment; providing audit findings and recommendations; or other topics.

8. **PRICING:** One building has been constructed and is in use at present. It is planned that a total of up to 16 buildings will be ultimately in use, with a combined seven million square feet. For this reason, the agreed-upon price structure must be scalable to meet each year's requirements.

State your fixed fee for the first year. Clearly show the basis for the fee, such as estimated number of hours, number of tenants, volume of assets, or other basis. Include calculations tying to the fixed fee.

Explain how the base fixed fee will be adjusted in future years as the data center grows toward buildout.

If there would be additional charges, such as travel or lodging, provide an estimated annual total of such charges, and include calculations showing the details. No additional charges will be considered if they are not included in your price proposal.

Include a separate list of hourly rates to be used for tasks not under contract that may be awarded during the term of the initiative.

EVALUATION CRITERIA

Award will be made to the responsive, responsible firm whose proposal is most advantageous to the county, with price and other factors considered. An Evaluation Committee will review and evaluate proposals, including technical merit and proposed prices.

Technical Merit: Evaluation scores will be based 70% on technical merit of the proposal (please see items 4-7 in the Proposal Response Requirements section above), as follows:

	<u>Maximum Points</u>
a. Understanding and approach	25
b. Project team	20
c. Firm's expertise and experience	20
d. Best practices	<u>5</u>
Total Earnable Points	70

Price: The remaining 30% of your score will be determined by your proposed price, as compared to other responding entities (item 8 above). Proposed prices will be assigned points earned through use of a "variance" weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

Presentations: The County may, at its discretion, choose one or more of the best-scoring firms to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly, by up to a maximum of 20 points.

COMPANY INFORMATION
RFP #26084-P: Data Center Co-located Personal Property Valuation

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

26084-P Data Center Property Valuation

Name of Project

Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20_____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

List of Similar Projects

RFP #26084-P: Data Center Co-Located Personal Property Valuation

Please list five projects for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable. The County reserves the right to contact any of the included owners for reference purposes.

1. Owner Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Owner Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Owner Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

4. Owner Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

5. Owner Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____