

Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

October 21, 2014

Subject: RFP #P916 Auditing Personal Property Accounts for Compliance

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified individuals and firms with experience in auditing Personal Property accounts for compliance. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information shall be included with your proposal. Any exceptions to the specifications shall be listed in the space provided.

All questions and inquiries concerning this request for proposals or the specifications shall be addressed in writing to Trina C. Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204 in Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420, Fax: (770) 719-5515 and/or Email Address: tbarwicks@fayettecountyga.gov. Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, SUITE 204
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #P916
**REFERENCE: AUDITING PERSONAL PROPERTY
ACCOUNTS FOR COMPLIANCE**

October 21, 2014

PROPOSAL #P916

Proposals will be received at the above address until **3:00p.m., Thursday, November 13, 2014** in the **Purchasing Department, Suite 101**. Proposals will be opened at approximately 3:00p.m., November 13, 2014 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

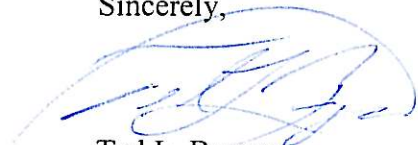
Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.

There is no set time for an award to be made, as the proposals have to be evaluated. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If this proposal is awarded; once everything has been received by the successful company and the award is completed, that information will be posted on the Fayette County website. Please keep this procedure in mind.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, Informalities and minor irregularities in proposals received.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in the Terms and Conditions shall be used synonymously with the terms "firm" or "successful offeror." The term "county" shall mean "Fayette County, Georgia," or "Owner".
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 with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposal's (RFP's) number, which can be found in the cover letter to the request for proposal's document or on the web site, and
 - c. The "reference" which identifies the proposal, which can be found in the cover letter or the web site.

Price schedules shall be placed in an additional sealed opaque envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) unbound original proposal (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and two (2) copies, to:

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

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.
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.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Trade Secrets - Confidentiality:** A proposal is a public record, except for material which qualifies as trade secret information. To keep this information confidential, a proposer must submit trade secret materials in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal." Each page in the envelope should be stamped or otherwise marked designating it as a trade secret or confidential. Do not attempt to designate the entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret, as doing so may result in your proposal being disqualified. See O.C.G.A. § 50-18-72 for specific Georgia law on this subject.
8. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
9. **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. The county reserves the right to award multiple contracts for the products or services sought by this invitation to bid.
10. **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.
11. **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.
12. **Arrears:** Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the county.
13. **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.
14. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2016. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the

county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. § 36-60-13(a).

15. **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.
16. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
17. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with costs which may be obtained against the county growing out of such injury or damages.
18. **Hold Harmless:** The contractor shall hold the county, its officers, agents and employees, harmless from any and all claims made against the officers, agents and employees of the county, which arise out of any action or omission of the auditing firm or any of its officers, employees or agents. The agreement to hold the county, its officers, agents and employees harmless shall not be limited to the limits of the liability insurance required under the provisions of this contract.
19. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized.
20. **Insurance:** The contractor shall, without expense to the county, carry 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.
 - **Professional Liability (Errors and Omissions) Insurance:** \$1,000,000 limit per claim and aggregate.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

A copy of the certificate of insurance should be submitted with your offer. No award will be made until proof of the insurance coverage is submitted. The certificate shall list an additional insured as follows:

Fayette County Board of Commissioners
140 Stonewall Avenue West
Fayetteville, GA 30214

21. **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.
22. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 30 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.

Fayette County, Georgia
Checklist of Required Documents

(Please Return This Checklist with Your Proposal)

PROPOSAL #P916 AUDITING PERSONAL PROPERTY ACCOUNTS FOR COMPLIANCE

Be sure to include with your proposal:

- **Work Authorization Documents:** Contractor Affidavit _____
- Confidentiality Statement (Attachment A, Exhibit A) _____
- Conflict of Interest and Contingency Fee Statement (Attachment A, Exhibit B) _____
- Insurance Certificate _____
- Cost Proposal – (Attachment B) _____
- Company information – on the form provided _____
- References – on form provided _____

COMPANY NAME: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFP #P916 Auditing Personal Property Accounts for
Compliance

Name of Project

FAYETTE COUNTY BOARD OF COMMISSIONERS

Name of Public Employer

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

Executed on _____, _____, 2014 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 _____, 2014.

NOTARY PUBLIC

My Commission Expires:

**Business Personal Property Compliance Audit Program
Fayette County, Georgia**

Fayette County Government requests qualified individuals and firms with experience in auditing Personal Property accounts for compliance to submit proposals for auditing services for the Fayette County Board of Tax Assessors (BTA).

I. INTRODUCTION

Fayette County intends to award a contract pursuant to this RFP and specifications to selected qualified consultants for the purpose of providing Business Personal Property Audit Services. The contract shall be awarded on a per audit fixed-fee basis, with payment rendered upon completion of audit. Each contractor shall defend his or her audit findings throughout the appeals process. The audits performed will provide the BTA with sufficient information to verify the accuracy of Business Personal Property Tax Reports filed or not filed by Fayette County business taxpayers for up to three years, as appropriate. The scope of services provided shall be consistent with the requirements of O.C.G.A. § 48-5-298, as amended, and the Georgia Appraisal Procedures Manual 560-11-10-.08, and in accordance with the policies and procedures adopted by the BTA.

II. STATEMENT OF WORK

The selected firm(s) will be required to perform, under the Chief Appraiser and Personal Property Division Manager's direction, ("Project Manager") at least the following tasks and services:

- A. Audits may be assigned as a large block of accounts at the beginning of each contract year. This will allow the auditing firm(s) the flexibility to schedule the audits accordingly and best utilize its' manpower and resources. The auditing firm shall in no way influence or participate in the selection of the accounts to be audited. The auditing firm shall in no way perform an audit on an account which is an entity with which the auditing firm has had a past business relationship outside the scope of the duties performed by the auditing firm under the attached Agreement or any previous agreement with the County. All audits assigned must be scheduled to allow for completion prior to the end of each contract year ending on June 30. Audits should be completed and results submitted to the BTA within ninety (90) days from date scheduled by the auditing firm(s). Exceptions must be submitted in writing to the Project Manager for approval with details of the reasons for delay, except for those exceptions initiated by the Project Manager.
- B. Accounts assigned for audit and cancelled at a later date because of bankruptcies, no longer in business, moved out of county, etc., shall be compensated at the staff hourly rate included in the proposal for actual time spent, up to a maximum of eight (8) hours per account. The charge must be supported with documentation such as time sheets, timecards, etc.

- C. The audits shall be conducted on business personal property accounts for the purpose of ad valorem taxation to ensure complete and accurate reporting. These services will include the examination of taxpayers' personal property tax reports and all supporting documents. The audit will confirm all fixed assets, including machines and equipment, furniture and fixtures, inventories, and leased equipment are reported consistently with the regulations in effect for the year in which the assets are being reported.
- D. The auditing firm(s) will be responsible for scheduling appointments with taxpayers and/or their agents.
- E. The audits will be performed at the taxpayer's Fayette County location, or at the Fayette County BTA office. In addition to reviewing the taxpayer's records during the on-site visit, the auditor will complete a walk-through of the facilities to observe the operation and condition of the properties being reported. If the taxpayer's records are maintained at a location outside of Fayette County, the auditing firm(s) will make every effort to have the records, or certified copies, available at the Fayette County location at time of the audit, or at the Fayette County BTA office. If records cannot be produced in Fayette County or at the Fayette County BTA office, out of town travel plans must be approved in advance. Out of town travel expenses only will be reimbursed according to Fayette County's travel policy in effect at the time out of town travel is approved. If out of town travel is combined for two or more audits, the reimbursed travel expenses will be allocated on a pro rata basis. The BTA may assign employees to accompany the auditor on audits and/or on-site visits as deemed appropriate.
- F. Upon completion of each audit, the auditing firm(s) will be responsible for computing the valuation of property arising from the audit, which may be subject to tax assessment for the audit period. All valuations will be determined by the application of BTA rules and regulations in effect for the year being audited. Standard BTA policy and appraisal methodology will be applied. All authority and final decisions remain with the BTA. The auditing firm(s) will not attempt to negotiate factual valuation disputes unless authorized by BTA management.
- G. The auditing firm(s) shall verbally discuss audit results with the taxpayer and/or their agent prior to submitting the final results in writing to the taxpayer and the BTA.
- H. The auditing firm(s) shall prepare all necessary correspondence in an electronic format using standard form letters approved by the BTA applicable to the services provided. The electronic formats will be forwarded to the BTA for printing and mailing. All written correspondence to taxpayers must be on BTA stationery and signed by the Personal Property Division Manager. The auditing firm(s) may assist the BTA in the preparation of other correspondence to taxpayers as deemed necessary by the Personal Property Division Manager. At no time will the auditing firm(s) have in its possession any BTA stationery, blank letterheads, or preprinted envelopes.
- I. The auditing firm(s) shall prepare and submit, at regularly scheduled monthly meetings separate detailed progress reports for "Audits - Outstanding" and "Audits - Completed". The "Audits - Outstanding" report should include, but not

be limited to, the following items: taxpayers' name, account number, location address, contact name and phone number, date assigned, audit issues, findings, and outstanding issues. The "Audits – Completed" report should include all of the above with the addition of the final assessment based on the audited results as compared to original reported fair market values. Please include suggested examples with your proposal.

- J. The auditing firm(s) shall defend its audit findings at each step of the appeals process until a final settlement has been reached.
- K. The auditing firm(s) must commit to comply with a "Confidentiality Statement" (Attachment A, Exhibit A) and a "Conflict of Interest and Contingency Fee Statement" (Attachment A, Exhibit B), for the duration of the assigned audits.
- L. The auditing firm(s) may be asked to assist in the development of a formal training program for employees of the BTA. The program will be designed to assist in training new as well as more experienced employees in reading and understanding various financial reports and basic accounting principles. A detailed plan should be described in the "Technical Proposal" section and pricing structure should be included in the "Cost Proposal" section. Scheduling will be at the discretion of the Project Manager and mutually agreed to by the Contractor.
- M. The auditing firm(s) may also be asked to assist the BTA in the development of a program for discovery of new and previously unreported taxpayers. Again, this plan should be described in the "Technical Proposal" section and pricing should be included in the "Cost Proposal" section. The discovery program will be assigned at the discretion of the Project Manager. The scope of the discovery program will be determined at the time of the assignment in conjunction with the terms described in the "Technical Proposal" and "Cost Proposal."
- N. The auditing firm(s) agrees that all work performed will be in accordance with Generally Accepted Accounting Principles as adopted by the American Institute of Certified Public Accountants.

III. PROPOSAL FORMAT

Auditing firms responding to this RFP are required to submit their proposals in the following format.

- A. **Cover page:** Include the Request for Proposal's number and title.
- B. **Table of Contents**
- C. **Required Documents:** Company Information on form provided, Contractor Affidavit, Confidentiality Statement, Conflict of Interest and Contingency Fee Statement and Insurance Certificate.

- D. **Technical Proposal:** The following requirements of the Technical Proposal should be considered very important and will have considerable weight in the final selection of a contractor for this program.

1. Audit Program Implementation

- (a) Audit Work Plan – Detail the proposed audit plan and list the significant tasks, methodologies, and responsibilities in order of completion. Please include information on suggested scheduling or audit calendars, and expected number of accounts that could be audited. Please include examples of management reports and sample correspondence to be used with Fayette County taxpayers.
- (b) Training Program – Describe in detail any proposed staff development and/or training program that could be offered the BTA staff.
- (c) Discovery Program – Describe in detail any proposed program to assist the BTA in locating new and unreported businesses in Fayette County.
- (d) Management/Personnel – Resumes of persons who will be assigned to this contract for project auditing, project management, and executive management. Also include the approximate time commitment of each individual to this contract.
- (e) County Support – Provide estimates of resources to be provided by Fayette County to include, but not be limited to, space, equipment, administrative and clerical support, and management.

2. Business Qualifications

In order to protect Fayette County from untimely delays, auditing firms responding to this RFP will provide the following information to demonstrate corporate experience and ability to complete complex auditing projects of this nature. If the firm wishes to identify any of their information as confidential, it must be placed in a separate, sealed envelope and otherwise treated in conformity with Georgia Code O.C.G.A. § 50-18-72, as specified in the Terms and Conditions to this RFP, in the section titled *Trade Secrets – Confidentiality*. This may allow Fayette County to maintain confidentiality of each firm's financials and at the same time comply with an "Open Records" request.

- (a) Existing Clients of Relative Size – Please include a reference name and telephone number for verification:
 - i. Summarize a list of clients of relative size for past five years from all jurisdictions, including other states.
 - ii. Indicate length of time for each association.
 - iii. Indicate number of audits completed on an annual basis for each jurisdiction.
 - iv. List and explain any litigation during the past five years.
 - v. Explain any contracts with other governmental agencies that were terminated prior to the end of the contract period.
- (b) Staffing Plan – Please include the following for consideration by Fayette County:

- i. Chart of Principals within your organization from Project Managers up to include names, positions, years experience with your company, and any other experience deemed appropriate.
 - ii. Availability of Existing Staff to include an organizational chart detailing the proposed team for Fayette County.
 - iii. Additional Staffing Requirements to show plans for any proposed additional staffing (Due to concerns of confidentiality, no subcontracting will be considered.)
- (c) Twelve- (12) Month Business Plan:
- i. Demonstration of your company's capability to financially support this program
 - ii. Cash Flow projections
 - iii. Pro Forma Financial Statements (Balance Sheet and Income Statement)
- (d) Financial Statements – Audited or certified financial statements for 2012 and 2013 or the latest two (2) years available, must be submitted with your proposal.
- (e) Customer Service – Fayette County is committed to providing its taxpayers with the highest level of Customer Service possible. Outline your firm's policies and procedures for maintaining this high level of Customer Service while representing Fayette County to its taxpayers.

E. **Cost Proposal:** Cost proposals shall be submitted in an additional sealed, opaque envelope, identified as the cost schedule, and enclosed in the sealed envelope with the proposal, as specified in the Terms and Conditions, in the section titled *Submission of Offers*.

1. See Attachment B for the requested format of the Cost Proposal.
2. Fair Market Value and Account Class will be determined as follows:
 - (a) The FMV will be the highest value reported by the taxpayer prior to the audit for any year selected for audited.
 - (b) The Account Class will be determined at the time the account is selected for audit and will not be adjusted as a result of the audit findings.
 - (c) Approved exemptions, such as Freeport for Inventory and Community Development Projects, will be added to the taxable FMV to determine the total value of the account for Account Class purposes.
 - (d) Describe in detail any exclusive discounts or billing options offered.
3. An audit usually consists of the most current year and two (2) prior years. However, prior year financial records are not available in all cases for auditing purposes; therefore some audits consist of less than three (3) years. For pricing purposes, the Account Class based on FMV has been divided into two (2) categories: "1 year audits" and "2 or 3 year audits".

4. Addenda may be attached to identify any outstanding audits and/or appeals, which were assigned prior to this agreement. Any addenda will be made part of this contract and will be included in the initial funding covering this contract.

IV. CRITERIA FOR SELECTION

- A. **Minimum Qualifications:** To be considered for selection, the firm and employees must meet or exceed the following minimum qualifications:
 1. Auditing firm must have individual holding a CPA designation and licensed to practice in the State of Georgia, with a minimum of three years related experience.
 2. Minimum qualifications of staff members performing the audits are as follows:
 - a. Accounts with an annual Fair Market Value of \$1,000,000 or greater are to be completed by an individual holding a CPA designation and licensed to practice in the State of Georgia, with a minimum of three years related experience.
 - b. Accounts with an annual Fair Market Value under \$1,000,000 may be performed by professionals with an accounting degree whose work is supervised and reviewed by a CPA licensed to practice in the State of Georgia.
- B. **Technical Merit:** Technical merit will comprise 70% of the evaluation score. The following selection criteria will be used as the basis for the evaluation of proposals. The criteria are listed in order of importance.
 - a. Experience/Performance – Review of past performance on Fayette County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.
 - b. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project.
 - c. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals.
 - d. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County.
 - e. Financial Stability – Evaluation of the overall financial position of the firm as determined from financial information required by the Request for Proposal or from other independent sources.

- C. **Cost:** Evaluation of the overall cost of the required services as submitted in the Request for Proposal, where applicable. Proposed costs will comprise 30% of the evaluation score. Scores for Technical Merit and Cost will be added together for a total score.

V. AWARD OF CONTRACT

A selection committee will review and rate all responsive proposals and may determine an interview list of firms whose proposals are highest rated based on qualifications and information provided in Section IV, Criteria For Selection. Firms selected for an interview will be scheduled for an oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's proposal.

The selection committee will then re-evaluate all firms that participated in the interview process, and base the revised ranking on the information submitted and oral interview. After reviewing the recommendations, the BTA will then make its recommendation to the Fayette County Board of Commissioners for final approval.

CONFIDENTIALITY STATEMENT

- (1) The auditing firm agrees that neither it nor any of its employees, agents, or other persons or organizations over which it has control, will at any time during or after its relationship with BTA, directly or indirectly use any taxpayer's confidential information for any purpose not associated with BTA's activities. The auditing firm also agrees not to disseminate or disclose any of the confidential information to any person or organization not connected with BTA, without the express written consent of BTA. Additionally, the auditing firm agrees to take necessary and appropriate steps to ensure that the confidentiality of all information, considered to be confidential, is maintained while in its possession.
- (2) Upon termination of its relationship with BTA, the auditing firm agrees that all documents, records, notebooks, and similar repositories of or containing confidential information, including copies of such materials, then in its possession, whether prepared by it or others, will be returned to BTA within thirty (30) days of the termination or expiration of this agreement.
- (3) In the event that the auditing firm shall breach this nondisclosure agreement, or in the event that such breach appears to be an imminent possibility, the BTA shall be entitled to all legal and equitable remedies afforded it by law as a result of the breach.
- (4) To the extent that any information is subject to the Open Records Act, BTA and the auditing firm will make those records available to the public.
- (5) This statement is binding upon the auditing firm and upon its respective executors, employees, administrators, legal representatives, successors, and assigns.
- (6) This statement shall be governed for all purposes by the laws of the State of Georgia. If any provision is declared void, or otherwise unenforceable, that provision shall then be deemed to have been severed from this statement, which shall otherwise remain in full force and effort.

I (we) the undersigned agree to comply with the provisions set forth above.

On behalf of the CONTRACTOR:

(Auditing Firm)

Signature of Authorized Representative

Print Name and Title

Notary _____

CONFLICT OF INTEREST AND CONTINGENCY FEE STATEMENT

- (1) Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this contract; that no employee of the County, or any member thereof, or any public agency or official affected by this contract has any pecuniary interest in the contract; and that no person associated with the contractor has any interest that would conflict in any manner or degree with the performance of this contract.
- (2) Should the contractor become aware of any circumstances that may cause a conflict of interest during the term of this contract, the contractor shall immediately notify BTA. If BTA determines that a conflict of interest exists, BTA may require the contractor to take action to remedy the conflict of interest or terminate the agreement without liability. BTA shall have the right to recover any fees paid for services rendered by the contractor that were performed while a conflict of interest existed and the BTA was not notified within one- (1) week of becoming aware of the existence of the conflict of interest.
- (3) Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement; and that he has not paid or agreed to pay any person(s), company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

I (we) the undersigned agree to comply with the provisions set forth above.

On behalf of the CONTRACTOR:

(Auditing Firm)

Signature of Authorized Representative

Print Name and Title

Notary _____

COST PROPOSAL - ATTACHMENT B
AUDITING SERVICES – BUSINESS PERSONAL PROPERTY
SEALED REQUEST FOR PROPOSALS #P916

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OR FORM OUTSIDE OF THIS PAGE.
 Auditing firms responding to this RFP are required to submit their costs proposals on this sheet only.

The following breakdown by account class must be used for pricing when submitting proposals in response to this Request for Proposal No. P916 offered by Fayette County Board of Tax Assessors. All fees must be expressed as a per audit fixed-fee basis to include all local travel, meetings, related expenses, profit and overhead.

Fair Market Value	Account Class	1 or 2 Year Audit Fee	3 or 4 Year Audit Fee
\$0.00 - \$49,000	A	\$ _____	\$ _____
\$50,000 - \$399,999	B	\$ _____	\$ _____
\$400,000 - \$999,999	C	\$ _____	\$ _____
\$1,000,000 - \$4,999,999	D	\$ _____	\$ _____
\$5,000,000 - \$19,999,999	E	\$ _____	\$ _____
\$20,000,000 & Over	F	\$ _____	\$ _____

Name (typed or printed) _____ Title _____

Signature _____ Date _____

NAME OF FIRM _____

COST PROPOSAL - ATTACHMENT B (CONTINUED)
AUDITING SERVICES – BUSINESS PERSONAL PROPERTY
SEALED REQUEST FOR PROPOSALS #P916

Additional Services: (Attach additional sheets as necessary)

Training – Please describe in detail the fee structure for training as outlined in the Technical Proposal and Statement of Work, Section II, paragraph L.

Discovery – Please describe in detail the fee structure for any discovery programs as outlined in the Technical Proposal and Statement of Work, Section II, paragraph M.

Exclusive Discount – If your firm offers this discount, please list the percentage and describe in detail how the discount is to be applied.

Other Services Offered – If your firm offers any other services, unique billing plans, or discounts not listed above, please describe in detail below.

Administrative/Clerical Staff Hourly Billing Rates: \$ _____

Name (typed or printed) _____ Title _____

Signature _____ Date _____

NAME OF FIRM _____

RESPONDENTS'S QUALIFICATION SHEET – PROPOSAL #P916

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferred.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

COMPANY INFORMATION

Company _____

Physical Address Of Business _____

Mailing Address (If Different) _____

Authorized Representative _____

(Print or Type)

Authorized Representative _____

(Signature)

Title _____

Email Address: _____

Telephone Number: _____ Fax Number: _____

Cellular Number: _____

AGREEMENT

This Agreement, made this day of _____, 20____, by and between Fayette County, Georgia (hereinafter called "Owner") and _____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will provide Auditing Services for Business Personal Property Compliance as described in Proposal #P916.
2. The Contractor will furnish all of the services as described in said proposal.
3. The Contractor will commence the work as described by the contract documents as provided in the above-stated proposal.
4. The Contractor agrees to perform all of the services described in the contract documents and comply with the terms therein for Auditing Services for Business Personal Property Compliance as shown in the Contract Document, for an amount not to exceed \$_____.
5. The term "Contract Document" means and includes the following:
 - a. Notice of Award
 - b. This Agreement
 - c. Contractor's proposal, including the Pricing Sheet, and all other components of the bid package
 - d. Contractor affidavit – Work Authorization (E-Verify)
 - e. Confidentiality Statement
 - f. Conflict of Interest and Contingency Fee Statement
 - g. The request for proposals
 - h. Notice to proceed
6. The Owner will pay the Contractor in the manner and at such times as set forth in the Contract Document.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Any dispute which may arise under this Agreement shall be resolved under the laws of the State of Georgia and venue shall be proper in Fayette County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date first above written.

OWNER:
Fayette County, Georgia

By: Steve Rapson, Administrator

CONTRACTOR:

_____ (L.S.)

BY: _____

Name: _____

Address: _____

Employer Identification Number:
