

March 12, 2018

**Subject: RFP 1471-P: Business Personal Property Compliance Audits**

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified firms for the above-referenced subject. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to me in writing via email to [PurchasingGroup@fayettecountyga.gov](mailto:PurchasingGroup@fayettecountyga.gov) or fax to (770) 305-5208. Questions will be accepted until 10:00 a.m. on Tuesday, April 3, 2018.

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

Request for Proposals #1471-P  
Request for Proposals Name: Business Personal Property Compliance Audits

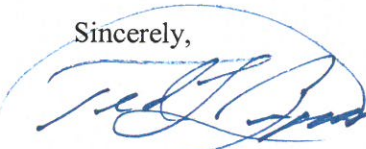
Your envelope must be sealed, and should show your company's name and address.

**Proposals will be received at the above address until 3:00 p.m. on Tuesday, April 10, 2018** 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 not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,



Ted L. Burgess  
Director of Purchasing

Attachment

**Request for Proposals #1471-P**  
**Business Personal Property Compliance Audits**  
**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. MINIMUM QUALIFICATIONS FOR STAFF

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.

### IV. PROPOSAL RESPONSE REQUIREMENTS

1. **Cover Letter:** Include the Request for Proposals number (#1471-P) and title (*Business Personal Property Compliance Audits*).
2. **Table of Contents**
3. **Required Documents:**
  - a. Company Information Page
  - b. Contractors Affidavit under O.C.G.A. § 13-10-91(b)(1)
  - c. Confidentiality Statement
  - d. Conflict of Interest and Contingency Fee Statement
  - e. Signed addenda, if any are issued

Note: Cost proposals are to be enclosed in a separate sealed envelope, as specified in the Terms and Conditions, Section #3.

4. **Project Understanding and 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) **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.

- (c) **Training Program** – Describe in detail any proposed staff development and/or training program that could be offered the BTA staff.
- (d) **Discovery Program** – Describe in detail any proposed program to assist the BTA in locating new and unreported businesses in Fayette County.

**5. Company's Background and Experience:**

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. 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)
  
- c. Financial Statements – Audited or certified financial statements for 2012 and 2013 or the latest two (2) years available, must be submitted with your proposal.

**6. Project Team / Staffing Plan:**

Please include the following for consideration by Fayette County:

- a. 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.
  - b. Resumes of persons who will be assigned to this contract for project auditing, project management, and executive management. Include the approximate time commitment of each individual to this contract.
  - c. Availability of existing staff, to include an organizational chart detailing the proposed team for Fayette County. Identify the individual(s) holding a CPA designation and licensed to practice in the State of Georgia, with a minimum of three years related experience.
  - d. Additional Staffing Requirements to show plans for any proposed additional staffing (Due to concerns of confidentiality, no subcontracting will be considered.)
7. **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.
8. **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.

**V. EVALUATION PLAN**

*Technical Merit:* An Evaluation Committee will review and evaluate proposals. The points earned for technical merit will comprise 70% of your evaluation score. Criteria for technical merit are explained in Section IV above and are, in priority order, as follows:

	<u>Max Points</u>
1. Project understanding and audit program implementation	40
2. Company's background and experience	30
3. Project Team / Staffing Plan	20
4. Customer Service	10

*Pricing:* The remaining 30% of your score will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points earned through use of a "variance" weighting method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other 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 companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate the presentations, and score up to an additional 50 points to be added the technical score, and weighted the same 70%, for each company that makes a presentation.



**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 #1471-P**

**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 Proposals 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.

<b>Fair Market Value</b>	<b>Account Class</b>	<b>1 Year Audit Fee</b>	<b>2 or 3 Year Audit Fee</b>
\$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 #1471-P

**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.

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**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.

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

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

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Administrative/Clerical Staff Hourly Billing Rates: \$ \_\_\_\_\_

Name (typed or printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NAME OF FIRM** \_\_\_\_\_

## RFP #1471-P: Business Personal Property Compliance Audits

### GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean 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 with the following information written on the outside of the envelope:
  - a. The offeror's company name,
  - b. The Request For Proposals (RFP) number, which is 1471-P, and
  - c. The RFP Name, which is Business Personal Property Compliance Audits.

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 proposal, signed in ink by a company official authorized to make a legal and binding offer, two (2) paper copies, and a copy on one (1) flash drive 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, unless the delay is a result of action or inaction of the county.
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:** 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).
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. **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.

10. **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 owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
11. **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.

12. **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.
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 on July 1, 2018, and continue for a period of one year, through June 30, 2019. 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. **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.
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 cost which may be obtained against the county growing out of such injury or damages.
18. **Non-Assignment:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.
19. **Insurance:** The contractor 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

20. **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.
21. **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.
22. **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.
23. **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.



**Fayette County, Georgia  
Checklist of Documents to Return**

*(Please return this checklist and the documents listed below with your submittal)*

**RFP #1471-P: BUSINESS PERSONAL PROPERTY COMPLIANCE AUDIT**

Company Information form \_\_\_\_\_

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

Pricing sheet \_\_\_\_\_

Exceptions, if any \_\_\_\_\_

References form \_\_\_\_\_

Signed addenda, if any are issued \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**RFP #1471-P: Business Personal Property Compliance Audits**

**COMPANY INFORMATION**

**COMPANY**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**PROJECT CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cellular Number: \_\_\_\_\_

**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  
**1471-P: Business Personal Property Compliance Audits**

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_, 201\_\_ 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 \_\_\_\_\_, 201 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

