



City of Commerce

P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Phone: (706) 336-3297
Fax: (706) 336-3297
Email: tommyh@commercega.org

SUBJECT: Request for Proposal for Audit Services

You are invited to submit a proposal to the City of Commerce, Commerce Georgia for Financial Audit Services

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled: **“RFP 01-0006”** and delivered to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Att: Purchasing Agent

no later than April 26, 2013, by 4.00pm local time prevailing.

The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Inquiries regarding this Request for Proposal (RFP) should be made to Tommy Heffernan, Purchasing Agent at phone number (706) 335-3164, by fax at (706) 3335-6879, or by email tommyh@commercega.org.

City of Commerce

**REQUEST FOR PROPOSAL
FOR
Audit Services**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

April 26, 2013, by 4.00pm local time prevailing.

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Att: Purchasing Agent

RFP # 01-0006

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

**CITY OF COMMERCE, GEORGIA
REQUEST FOR PROPOSAL
FOR
Audit Services**

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

City of Commerce intends to award a one-year contract for performance of audit services, with an option to extend up to three additional years awarded annually. To that end it requests proposals from qualified firms to examine and state an opinion on its financial statements for its fiscal years 2013 through 2016. The City's fiscal year runs from July 1 through June 30.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	April 1, 2013
Deadline for questions	April 19, 2013
Submittal deadline	April 26, 2013 4:00pm, local time prevailing

1.2 RFP SUBMISSION:

One (1) original and two (2) copies (See section 1.17) of the complete signed submittal must be received **by deadline listed in section 1.1**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number 01-0006 and title (Audit Services) to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Att: Purchasing Agent

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 4:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact **Tommy Heffernan at 706-336-3297, fax 706-336-3297** (*fax to email*), or **tommy@commercega.org** to clarify any part of the RFP requirements. All questions that arise must be submitted prior to five business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other City Employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.org under the "Doing Business Here" tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

1.7 MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of The City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFP OPENING

RFP submittal prices will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from Tommy Heffernan, after the RFP due date and time stated herein.

1.11 TAXES.

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior

to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- One (1) fully executable electronic copy of the response (in Word or .pdf format) and any Technical Requirements (in Excel format).
- Two (2) paper versions of the RFP. The original shall be clearly marked “original”.
- The proposals shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

SECTION II - GOVERNMENT ENTITY TO BE AUDITED

2.1 DESCRIPTION OF CITY OF COMMERCE

The City of Commerce is governed by the Mayor, Mayor Pro-Tem, and a five-member City Council. The Mayor and Mayor Pro-Tem are elected city wide and the remaining five members are elected by wards. The City is administered by a City Manager who reports directly to the Mayor and Council. The Manager directs and oversees the activities of the appointed City Department heads. The City of Commerce is a small community within Jackson County.

2.2 DEFINITION OF THE CITY OF COMMERCE'S GOVERNMENT ENTITY

The entity to be audited includes all departments directly under the Mayor and City Council and is comprised of the following:

Governmental Funds

- General Fund (Includes Municipal Court)
- Seized Assets – Special Revenue Fund
- Fire District - Special Revenue Fund
- Employment Incentive Program - Special Revenue
- S.P.L.O.S.T 4 – Capital Project Fund
- S.P.L.O.S.T 5– Capital Project Fund
- Transportation Enhancement Grant Fund – Capital Project Fund

Enterprise Funds

- Water & Sewer – Proprietary Fund

- Electric – Proprietary Fund
- Natural Gas – Proprietary Fund

Component Units

- Downtown Development Authority
- Civic Center Authority

The entity does not include any Jackson County schools, hospitals, County agencies, or independent authorities, unless otherwise specified. The City contributes to the Georgia Municipal Employees Benefit System, an agent multiple employer public employee retirement system that acts as a common investment and administrative agent for cities in the state of Georgia.

2.3 ACCOUNTING SYSTEM AND RECORDS

The City's accounting records are maintained through a software system owned by Harris Computer Systems called AS400. This governmental system includes general ledger, payroll, utility and tax billing, accounts payable and accounts receivable.

2.4 The City's accounting records are maintained on the accrual or modified accrual basis, and the City makes every effort to record all payables and receivables existing at year-end. The Accounts Payable System is operated in a dual-year processing mode for six weeks following year-end with all payments for old year services charged directly to the old year. City staff is instructed to remain on the watch for prior year transactions after the prior year is closed, and to provide information on them to the auditors. The City adopts fund budgets on a basis consistent with generally accepted accounting principles. It is the goal to liquidate all encumbrances at year end, however, if not possible, these encumbrances are rolled over to the following year along with the allocated budget amounts.

The Finance Director is responsible for maintaining the City's accounting records, as well as for the Treasury function. The Finance Director is also responsible for audit coordination, and will meet with audit staff as needed. The Accounting staff will also be available as needed to confer with audit staff, answer questions, ensure that necessary information is provided to the auditor on a timely basis, etc. All Finance Department personnel are instructed that assistance to audit staff and meeting audit schedule deadlines are high priorities.

The City of Commerce Finance Department is constantly seeking better more efficient ways of implementing its policies and procedures. We are continually seeking ways to improve, and it is important that the City's audit firm be prepared to actively participate in the improvement process. The City welcomes constructive suggestions, both during the audit and in the management letter.

2.5 ASSISTANCE AVAILABLE TO AUDITORS FROM CITY STAFF

City staff will prepare confirmation letters, following the format provided by the auditors, to banks, paying agents, and grantors. City staff will prepare supporting detail schedules for General Ledger account balances. They will prepare reconciliations of Due To and Due From accounts and Interfund Transfer accounts among funds. City staff will pull and re-file requested documents, including journal entries and accounts payable vouchers. Adequate audit workspace

will be provided in close proximity to accounting records. The auditors will have access to a computer to view the Financial System software, wireless internet access, copiers, telephone, and facsimile equipment.

The auditors will be provided with their own copies of reports, including Fund Trial Balances; year-end expenditure, and revenue summaries by Fund; expenditure, revenue, and general ledger activity details covering the entire fiscal year. Prior year audit reports and working papers can be made available to the auditors. Management letters from prior years can be made available.

SECTION THREE - SCOPE OF SERVICES TO BE PROVIDED

3.0 TYPE OF AUDIT AND AUDIT OBJECTIVES

Proposals are requested for an examination and expression of opinion on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles (GAAP). The examination must be performed in accordance with generally accepted auditing standards (GAAS) as set forth by the American Institute of Certified Public Accountants, the Single Audit Act Amendments of 1996, the provisions of OMB Circular A-133, and the Government Auditing Standards issued by the United States General Accounting Office. It must also meet the requirements of the applicable laws of the State of Georgia. The auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor shall be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. The auditor is not required to audit the Schedule of Federal Financial Assistance. However, the auditor is to provide an "in-relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

3.1 PREPARATION OF FINANCIAL STATEMENTS

The City intends to issue an annual audit report containing basic financial statements and all notes and supplemental information necessary to support the financial statements in accordance with generally accepted government accounting principles and all applicable federal and state requirements.

The audit firm engaged will be responsible for the preparation and printing of the annual audit report that will include all financial statements, notes, schedules, and supplemental information required by outside agencies based on the financial information provided by the City. Throughout the contract period the auditor shall advise the City on implementation of new accounting standards as promulgated by authoritative bodies. The auditor shall also give advice to the City on specialized accounting questions that may arise. The City acknowledges its responsibility for the reliability, accuracy, and completeness of all financial preparations.

3.2 REQUIRED AUDIT REPORTS

The City will require the following reports for each year of the audit contract:

- A report on the fair presentation of the basic financial statements in the audit report.
- A report on the Schedule of Federal Financial Assistance, and all reports on compliance and internal control necessary to meet the Single Audit Act Amendments of 1996 and OMB Circular A-133, if this report is required in any given year.

- A report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with government auditing standards.
- Recommendations for improving the City's accounting procedures, internal accounting controls, and related areas. Recommendations should be developed by the auditor during the course of the examination. Areas in need of improvement should be communicated verbally during the weekly meetings described above. Within thirty (30) days after the audit report and the Single Audit are issued, the findings and the recommendations for improvement should be summarized in a draft report. Three copies of the draft are to be delivered to the Finance Director, who will have a work plan prepared to address the recommendations. Drafts of the management letter and work plan will be submitted to the City Manager by the Finance Director.
- A summary of the audit shall be presented to the Mayor and City Council in a regularly scheduled meeting.

3.3 REQUIRED AUDIT TIME SCHEDULE

Please note that work under this proposed contract begins for fiscal year 2013. City of Commerce's fiscal year runs from July 1 through June 30. For each fiscal year the audit is to be scheduled so that the audit report is in print by no later than November 30th of that year. Submission of the audit report to the State Auditor's office will be no later than December 31st.

The Single Audit compliance reports will be included in the printing of the report, if required. Audit working papers are to be retained for at least five years and are to be made available for examination by authorized representatives of City of Commerce and other governmental agencies. Working papers are also to be available for review by successor auditors, and the audit firm shall respond to reasonable inquiries from a successor firm.

4.0 TECHNICAL QUALIFICATIONS AND APPROACH

Section 5 provides a standard format for your firm's use in addressing each of the following areas. You may replicate the form on your word processor and use the additional copies of a form if necessary. Submittals that do not follow this format will be considered non-responsive. If your submittal includes any suggested alternative terms and conditions, they must be clearly spelled out in an accompanying memo.

4.1 GENERAL INFORMATION

4.2 QUALIFICATIONS OF FIRM

Submittals should provide information about the firm and should address the qualifications and depth of experience of the firm's local office in conducting governmental audits; including Single Audits, and CAFR or financial statement preparation (please identify GASB-34 CAFR preparation experience). It is mandatory that a proponent be properly licensed for public practice in the State of Georgia as a Certified Public Accountant, and that a proponent meets the independence requirements of the GAO Audit Standards.

4.3 QUALIFICATIONS OF LOCAL OFFICE STAFF TO BE ASSIGNED TO AUDIT

Submittals should address the qualifications and experience of each senior and higher level person to be assigned to the audit. Qualifications include education, certification, special training and professional activity. Experience should be quantified by degree of responsibility as well as number of years. Please note that the City has requested information on each senior or higher level person to be assigned to the audit. If your firm is not yet ready to make an assignment, you should give information on current staff that may be assigned.

4.4 APPROACH TO AUDIT

Proposals should describe the approach that the firm would use in performing the City's annual audit and single audit. Address the type of audit program, statistical sampling techniques, and analytical procedures that will be used. Also discuss the proposed organization of the audit team and segmentation of the engagement, including estimated time to be spent on each segment by each level of staff. Include information on assistance expected from City staff, and a preliminary schedule. Also, use this section to address your firm's understanding of City of Commerce's objectives and requirements for the audits and report preparation. Explain how your firm's audit approach would meet those objectives and requirements.

4.5 CLIENT REFERENCES

Submittals should provide the names and telephone numbers of previous and/or current governmental clients whom the City may contact for a candid appraisal of the firm's services. The most effective references will come from entities, comparable in size to Commerce, for which your firm has provided services very similar to those the City is requesting. Indicate those governmental clients for whom you have prepared audit reports, financial statements, or CAFRs and which of those CAFRs have received the GFOA Certificate of Achievement.

4.6 RECORD OF FIRM

Submittals should address the firm's participation in quality-control programs, either AICPA sponsored or comparable. Include the results of peer reviews during the past three years, and a description of any regulatory action taken by any oversight body against the firm and/or its staff in the last three years.

4.7 COMPENSATION: FEES

Proposals should clearly outline the firm's hourly fee structure and the maximum hours to be billed for the City's financial audit and single audit. Make any additions necessary to the format to give a complete picture. Advise if these rates will apply to any additional work that might be requested by the City. If not, show the rates that would apply for additional work. Also, indicate any rate increases to be made during the life of the contract.

4.8 COMPENSATION: REIMBURSABLE EXPENSES

Proposals should clearly indicate any other charges that might be made in conjunction with audit services. Indicate any rate increases to be made during the life of the contract.

4.9 COMPENSATION: TOTAL COST OF SERVICES

Proposals should clearly state the not-to-exceed amount to be charged for each year of the potential three-year audit contract. Make any additions necessary to the format to give a complete picture.

4.10 SAMPLE OF WORK

Enclose one copy each of audited financial statements or CAFR, and a Single Audit Report that demonstrate the firm's performance on a local government engagement comparable to Commerce.

4.11 FINANCIAL STATEMENT

Please provide a copy of your firm's most recent financial statements.

4.12 ADDITIONAL INFORMATION

Proposals may include any other information about your firm that you believe would be relevant to the City's selection of its auditor for the Fiscal Years 2013-2015. You may use your own format for this information. Please head it ADDITIONAL INFORMATION.

5.0 REQUIRED FORMATS

The required formats are listed in the Table of Contents and referenced in Section 4.0. They appear on the following pages.

5.1 GENERAL INFORMATION

5.1.1 Name of Firm:

5.1.2 Address of Firm Headquarters:

5.1.3 Address of Local Office

5.1.4 Primary Contact Person(s) at Local Office

5.1.5 Number of Employees:

5.1.5.1 Firm: Total Government Audit Staff

5.1.5.2 Local Office: Total Government Audit Staff

5.1.6 Founding Date:

5.1.7 Firm: Local Office

5.1.8 List of audits performed and reports prepared for local governments in the last three years. This section can include CAFRS and designate which, if any, received GFOA Certificate of Achievement for Excellence in Financial Reporting:

5.1.9 Attach an affirmation of proper licensing for public practice as a Certified Public Accountant in the State of Georgia.

5.1.10 Attach an affirmation that firm members meet the independence requirements of the GAO Auditing Standard.

5.2 QUALIFICATION OF FIRM

Include a listing of all audits performed for local government units by the local office in the last three years.

This number should equal number of projects stated in 5.1.6 above. For each of these projects please include:

- Scope of services performed.
- Was a Single Audit included in the scope?
- Was a CAFR prepared?
- Did the government receive the Certificate of Achievement Award?

- Was the engagement completed on schedule?

5.3 QUALIFICATIONS OF LOCAL OFFICE STAFF TO BE ASSIGNED TO AUDIT AND CAFR PREPARATION

Include all of the following for all personnel assigned to the audit in the proposal:

- Name, title and position
- Degrees, certifications or other specialized training
- Years of professional experience
- List of audits performed and reports prepared for local governments in the last three years
- Their responsibility on each engagement listed
- Any other relevant qualifications

5.4 APPROACH TO AUDIT

- State your understanding of City of Commerce’s objectives and requirements for the financial audit, single audit, and financial statement / report preparation.
- Describe the approach your firm would use to meet the above objectives and requirements. Include the items that are specified in Section 4.4. (Use additional sheets, if necessary.)

5.5 LOCAL GOVERNMENT CLIENT REFERENCES

Include all of the following for each reference listed:

- Name of the client government
- Services provided to the client
- Dates of service
- Client contact person with a signed letter or statement authorizing the City to contact the listed clients
- Contact telephone number

5.6 RECORD OF FIRM

- Describe your firm's participation in AICPA-sponsored or comparable quality control programs. Include results of peer reviews during the last three years.
- Describe any regulatory action taken by any oversight body against the firm and/or any staff members in the last three years.
- Describe any lawsuits in the last three years involving the firm's audit services.

5.7 COMPENSATION: FEES

For each individual assigned to the audit please include the position/ title, the hourly rate for each assigned employee, estimated hours to be spent on the audit and a total cost by individual.

Fiscal Year	Financial Audit	Single Audit	Other	Total Cost
2013				
2014				
2015				

5.8 COMPENSATION: REIMBURSABLE EXPENSES

- List any reimbursable expenses to be charged in relation to the audits and the rate applicable to these expenses.
- This form should show figures for fiscal year 2013. Additional sheets should be used to show any changes in amounts for later years.

5.9 COMPENSATION: TOTAL COST OF SERVICES

Specify nature of any costs included that are not detailed on 5.7 and 5.8

6.0 PROCEDURES & MISC. ITEMS

6.1 The majority of the work for this project will take place at 27 Sycamore Street, Commerce, GA 30529. However, other city locations and offices may be utilized as needed.

6.2 The project will be administered by the City of Commerce through the Purchasing Agent being the main point of contact for all questions during the preliminary procedures. After a contract is awarded a project manager will be designated.

6.3 All questions shall be submitted in writing (e-mail is preferred) and shall be communicated to all firms responding to this RFP.

6.4 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.

6.5 All respondents to this RFP shall hold harmless the City of Commerce and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a Respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

6.6 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

6.7 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days.

6.8 In case of failure to deliver goods in accordance with the contact terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.

- 6.9 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 6.10 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- 6.11 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 6.12 It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

7.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the City of Commerce by the project representative. Following approval, the City will complete contract negotiations.

The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFP package.

7.1 Evaluation Method

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent. Discussions and negotiations may take place with the short-list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

7.2 Selection Criteria

Responses to this RFP will be scored according to the following criteria:

- Demonstrated experience auditing municipalities with utility services. (30 points)
- Auditing staff qualifications & experience as listed in section 5.3. (25 points)
- Total cost of services proposed as listed in section 5.9. (20 points)

- Submitted sample audit as referenced in 4.10. (15 Points)
- References (10 points)



EXECUTION OF PROPOSAL

DATE: _____

The potential contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Qualifications**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

_____	_____	_____
Authorized Representative/Title (Print or Type)	Authorized Representative (Signature)	(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____
Contract No. and Name: _____
Contract Date: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number Date of Authorization

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]
Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603