



**REQUEST FOR PROPOSAL
TO PROVIDE
AUDITING SERVICES
TO THE
BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

Office of the Director of Procurement

Issued April 2, 2015

No Pre – Proposal Conference Will Be Held

Submission Due by 12:00 Noon, EST on May 5, 2015 to:

**Mr. Drexal D. Paulk, Sr., CPPPO, CPPB
Joint Water and Sewer Commission
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520
(912) 261-7127**

**Please Label Submission with Firm's Name and Address and
"Sealed Proposal – Auditing Services"**

**BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

REQUEST FOR PROPOSAL

AUDITING SERVICES

I. OVERVIEW

The Brunswick-Glynn County Joint Water and Sewer Commission (the "JWSC"), created by Local Act of the General Assembly, is requesting proposals from Certified Public Accountants, duly licensed in the State of Georgia, to audit the JWSC's financial statements and accounting systems for the fiscal year ending June 30, 2015 with an option for each of the two subsequent fiscal years of July 1 to June 30. The audit must be performed in accordance with appropriate auditing standards and include audit procedures to ensure that appropriate laws and regulations have been complied with during the fiscal year.

The JWSC is a Political Subdivision of the State of Georgia and a Public Corporation established to combine the individually owned and operated water and sewer systems of Glynn County and the City of Brunswick, Georgia under a single and separate entity. The JWSC began operating the systems on January 1, 2008. The assets, liabilities and fund balances of the respective government's water and sewer enterprise funds were transferred to the JWSC on January 1, 2008. On June 30, 2010 the JWSC issued Revenue Bonds in the amount of \$50,125,000 to acquire ownership of the assets from the respective governments.

The JWSC anticipates awarding a contract to the successful proposer no later than May 15, 2015. **NO PRE-PROPOSAL CONFERENCE WILL BE HELD.**

All proposals must include the Proposal for Services (Exhibit "A"). Incomplete proposals will not be considered.

Proposals may not be withdrawn or accepted after the time and date set for proposal closing.

All proposals are legal and binding. The JWSC shall not allow the proposer to modify or alter his/her proposal after the deadline for submission of proposals. This provision will not prevent the JWSC from seeking clarification from proposers as may be necessary during the evaluation section of this Request for Proposal ("RFP").

All proposals submitted on or before the due date become property of the JWSC and shall not be returned to the proposer.

Proposers are cautioned that any documentation submitted with or in support of a proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," or "Proprietary," or in any other manner will not protect this material from public inspection upon request. All records become subject to public inspection only after award of the engagement.

II. SUBMISSION DUE DATE; DELIVERY; COPIES; COSTS

(a) Due Date

All submissions are due in the office of the Director of Procurement of the JWSC on or before **May 5, 2015 at 12:00 Noon EST**. All submissions will be marked as to the date and time of receipt. Any submission received after the above stipulated due date and time will not be considered and will be rejected, and may be returned.

(b) Delivery

It shall be the sole responsibility of the proposer to have the submission delivered for receipt as specified herein. If a submission is sent by U.S. Mail, by an overnight delivery service, by courier, or by any other means, the proposer shall be responsible for its timely delivery.

Submissions shall be addressed and delivered to:

Mr. Drexal D. Paulk, Sr., CPPO, CPPB
Director of Procurement
Brunswick-Glynn County Joint Water and Sewer Commission
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520

Electronic submissions shall be sent to dpaulk@bgjwsc.org with a delivery date and read receipt requested.

(c) Original and Copies

Responses must be submitted in **one (1) original and four (4) identical copies in a sealed envelope and clearly marked "Sealed Proposal – Auditing Services."**

(d) Cost

All costs incurred in connection with responding to this RFP, and the evaluation and selection process undertaken in connection with this procurement, and any subsequent negotiations with the JWSC, shall be borne solely by the proposer

submitting its response. No claims shall be made for reimbursement of expenses as to any stage of the submission preparation or selection process.

III. CLARIFICATION

Proposers may submit requests for clarification and interpretations regarding the RFP in writing or via email for the JWSC's consideration. The JWSC will not respond to requests received after **April 16, 2015 at 5:00 PM EST**. Proposers are advised that this Section places no obligation on the part of the JWSC to respond to any or all requests for clarification or interpretation, and that the JWSC's failure to respond will not relieve the proposer of any obligations or conditions required by this RFP.

Proposers must register with the JWSC by sending their company name, address, telephone number and the name, telephone number and email of their primary contact to the Director of Procurement at dpaulk@bgjwsc.org.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter or email) to the Director of Procurement of the JWSC, at the Gloucester Street address, above, or by email to dpaulk@bgjwsc.org.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the JWSC to have received a copy of the RFP. Each addenda issued will be numbered consecutively and constitute a part of this RFP. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the RFP Submission Date.

IV. AWARD AND TERM OF CONTRACT

The proposer shall submit a preliminary contract, in the alternative an engagement letter is acceptable (hereinafter referred to as "contract"), and which may be utilized and/or conformed to JWSC needs and requirements, and subject to review and approval of the JWSC Attorney.

The successful proposer is expected to enter into a formal contract with the JWSC within thirty (30) calendar days after award by the JWSC. If the initial contract is not executed within thirty (30) calendar days from the date of the award, then the JWSC may elect to withdraw the award and to award to the next overall best proposal.

The initial term of the contract shall extend from the date approved by the JWSC, but not later than May 15, 2015, and terminating October 15, 2016. Thereafter, there will be two one-year options to renew by the JWSC in its sole discretion. At the end of the period, or earlier if an annual renewal is not exercised, the JWSC may use a competitive process to solicit auditing services.

If the contract shall terminate or be likely to terminate prior to the ending of a contract period, then the JWSC may, with the written consent of the successful proposer, extend this contract for such period as may be necessary to afford the JWSC continuous and uninterrupted services.

V. SUBMISSION EVALUATION AND CRITERIA

All submissions will be evaluated using the criteria set forth in this Section. Selection will include an analysis of proposals by a committee of the JWSC Executive Director and Director of Procurement who will review the submission in accordance with the submission requirements and evaluation criteria. The committee may request oral interviews and/or site visits.

The JWSC reserves the right to request any and/or all proposers to provide a presentation to the JWSC for purposes of clarification and/or understanding of the services being offered.

When the JWSC has tentatively selected a firm, a conference may be requested to formulate plans in greater detail, to clarify the terms and conditions of the contract, and to otherwise complete negotiations prior to the formal award. At any time during the conference(s), the JWSC may choose to modify its selection choice if the JWSC determines that such a change is in its best interest.

The award of this contract will be made by the Commissioners of the JWSC to the responsible offeror whose proposal is determined, upon written recommendation by the Director of Procurement, to be in the best interests of the JWSC, including the total net cost to the JWSC.

Exhibits "A", "B", "C", "D" and "E" are **REQUIRED**. Omission of any one or all of these exhibits will result in the proposal being removed from consideration by the JWSC.

All exceptions to contract specifications must be itemized on Exhibit "B." Details concerning the exception must be clearly explained. Each exception will be considered by the JWSC as to the degree of impact and total effect on the proposer's response, and will be costed in the final analysis of the proposal. Failure to include an exception on Exhibit "B" will render the exception as invalid and the proposer will be treated as being in compliance with the specification, regardless of intent.

Exhibit "C" must contain the proposed fee(s) for the services. The JWSC desires a fixed fee for the audit. Any additional fees must clearly identify the unit of measurement and the price per unit of measure for those fees.

Consideration is made for price, experience, expertise, references and other evaluation factors set forth below. The selection criteria used in awarding a contract for

the services as described herein shall include, but is not limited to, the following:

- (a) Quality and completeness of response to all requested items.
- (b) Ability to provide services requested.
- (c) Competitive pricing and costs and flexibility of the proposal.
- (d) References.
- (e) Implementation and time line.

VI. QUALIFICATIONS

- (a) The proposer must be a Certified Public Accountant or CPA firm licensed by, and in good standing with, the Georgia Secretary of State Professional Licensing Board.
- (b) The proposer shall be sufficiently experienced in accounting and auditing of governmental entities to provide expert, efficient, effective and reliable services to the JWSC.
- (c) The proposer must meet the independent standards of the AICPA and the Georgia Board of Accounting.
- (d) The audit must be completed in accordance with Generally Accepted Accounting Principles.
- (e) The audit must be completed and copies of the report delivered to the Brunswick-Glynn County Joint Water and Sewer Commission by October 10 of each year.

VII. SUBMISSION FORMAT

PLEASE FOLLOW THESE INSTRUCTIONS WHEN RESPONDING TO THIS REQUEST FOR PROPOSAL, USING THE EXHIBITS ATTACHED HERETO TO SUPPLEMENT THIS FORMAT.

Tab I – Transmittal Letter: The letter should address the proposer’s willingness and commitment, if selected to provide the services, and why the firm thinks it should be selected. The letter should be addressed to Drexal D. Paulk, Director of Procurement as stated herein.

Tab II – Table of Contents

Tab III – Firm and Staff Profile: Respond to the following sections:

- (a) *Overview:* Provide a corporate overview of your firm including commitment to the JWSC and community involvement.
- (b) *Experience:* Describe the firm's experience in providing the requested services to the public sector. Include exclusive resources dedicated for the public sector. Provide three to five references, which should be governmental or not-for-profit clients, most comparable to our size and needs that we may contact. Include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client described.
- (c) *Communications:* Describe your firm's approach to communication to the governing body or management of the JWSC conditions which may lead to the belief that material errors, defalcations, or other irregularities may exist.
- (d) *Relationship Management:* Describe the relationship team that will be assigned to service our relationship. Describe the individual roles, responsibility and briefly detailing credentials and related experience.
- (e) *Customer Service:* Describe the customer service process at your firm.
- (f) *Compliance and Exceptions:* Include a statement to confirm your firm's compliance to our required services. Also include a list of exceptions to required services on Exhibit "B".

Tab IV – Utilization of JWSC Resources: Describe the tasks and responsibilities your firm would expect to be performed by JWSC personnel. List other physical resources your firm would require during the engagement.

Tab V – Timetable for Completion: Provide a schedule of the work your firm would perform prior to and after June 30, 2015 to complete the audit by October 10, annually.

Tab VI – Additional First Year Requirements: Describe your firm's experience in due diligence in determination and verification of assets and liabilities. Describe any additional auditing procedures your firm may deem necessary or prudent. Indicate the availability of personnel for these requirements.

Tab VII – Additional Information: Describe any other information not previously mentioned that the firm thinks should be given consideration.

Tab VIII – Exhibits: Complete and attach Exhibits "A", "B", "C", "D" and "E".

Exhibit "C" must include an explanation of costs for the scope of services described herein for the first year term of the engagement, and show estimated increases, if any, for option years two and three.

VIII. RESERVED RIGHTS

The JWSC reserves the right to accept or reject any and/or all proposals, to waive irregularities, technicalities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items, and to re-advertise for submissions. There is no obligation on the part of the JWSC to award the contract to the lowest proposer.

The JWSC reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting contracts most advantageous and in the best interests of the JWSC. The JWSC shall be the sole judge of the proposals and the resulting contract and its decision shall be final.

IX. INDEMNIFICATION

The successful proposer agrees to indemnify and hold harmless the JWSC, its employees, officers, and agents for any claim or liability arising under a contract with the JWSC due to any act or omission of the said proposer.

X. GOVERNING LAW

The contract shall be construed and governed in accordance with the laws of the State of Georgia. Any controversy or claim arising out of or in relation to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in Glynn County, Georgia.

XI. PROTEST OF AWARD

All protests of the award or rejection of a purchase must be filed in writing with the JWSC within ten (10) calendar days after the award of the bid or proposal. The protest must describe in detail all alleged deficiencies. Any violations of law not specifically set forth in the protest are deemed waived. The validity of the protest shall be determined by the JWSC Executive Director and the review shall be limited to any alleged violation of federal, state or local law.

EXHIBIT "A"

PROPOSAL FOR SERVICES

The undersigned, being a duly authorized officer of the firm listed below, does hereby present this proposal for auditing services and expressly accepts, unless accepted on Exhibit "B," the terms specified in the Brunswick-Glynn County Joint Water and Sewer Commission's Request for Proposal, and said officer has ascertained the accuracy of the proposal before submitting it to the JWSC.

Further, the undersigned certifies the following:

(a) The proposal has been developed independent of all other proposers and has been submitted without collusion, agreement, understanding or any other course of action designed to limit competition with any other broker which provides or could provide the services described in the Request for Proposal;

(b) The firm has the resources and experience necessary for full performance of all services quoted in its proposal; and

(c) The firm is licensed by, and in good standing with, the Georgia Secretary of State Professional Licensing Board.

Respectfully Submitted,

By: _____
(Authorized Officer)

Type Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Facsimile: _____

(SEAL)

Attest by: _____

Its: _____

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT “B”

PROPOSAL EXCEPTION FORM

The firm wishes to take exceptions to the following items:

<u>Page</u>	<u>Item</u>	<u>Estimated Cost(s)</u>	<u>Explanation</u>
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**IF THE FIRM DOES NOT WISH TO TAKE EXCEPTION TO ANY OF THE
TERMS IN THE RFP THEN PLEASE NOTE “NO EXCEPTIONS.”**

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT "C"
FEE PROPOSAL

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT “D”

E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security and Immigration Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor, as amended from time to time, are conditions of this Agreement for the physical performance of services.

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 contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as "E-Verify," web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of 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, as amended from time to time, and in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring and before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

Name of Contractor

Name of JWSC Project

Title of Authorized Officer or Agent of Contractor

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

Signature and Printed Name of Authorized Officer or Agent

Date

Subscribed and sworn before me on this the _____ day of _____, 2012.

Notary Public

My Commission Expires: _____

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT “E”

E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security and Immigration Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Subcontractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor, as amended from time to time, are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with _____ a Contractor contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as "E-Verify," web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of 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, as amended from time to time, and in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Subcontractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Subcontractor further agrees the Subcontractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring and before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

Name of Subcontractor

Name of JWSC Project

Title of Authorized Officer or Agent of Contractor

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

Signature and Printed Name of Authorized Officer or Agent

Date

Subscribed and sworn before me on this the ____ day of _____, 2012.

Notary Public

My Commission Expires: _____

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL