



**Brunswick-Glynn
Joint Water and Sewer Commission**

Request For Proposals No. 21-022

**Auditing Services
for the
Brunswick-Glynn Joint Water and Sewer Commission**

Responses Due by:

12:00 NOON, EST Tuesday, April 20, 2021 to:

**Pamela Drury-Crosby
Director of Procurement
Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7127**

**Submit responses in hard copy only; electronic or fax responses will not be accepted.
Responses received after the deadline or at any other locations will not be accepted.**

No Pre-proposal meeting will held for this solicitation.

Deadline for questions is Wednesday, March 31, 2021, no later than 5:00 p.m. EST.

**Questions must be directed in writing (via e-mail) to the
Director of Procurement, Pamela Drury-Crosby, email- pcrosby@bgjwsc.org**

**Please Label Submission with Firm's Name and Address and
"Sealed Proposal – RFP No. 21-022 – Auditing Services"**

**FOR COMPLETE DETAILS OF THIS SOLICITATION, please visit the BGJWSC website, utilizing the
following link:**

<http://www.bgjwsc.org/departments/procurement/>

March 18, 2021
REQUEST FOR PROPOSALS

AUDITING SERVICES

I. OVERVIEW

The Brunswick-Glynn 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, 2021 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 governments’ 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 20, 2021.

All proposals must include the following Exhibits:

- **Exhibit “A”, Proposal for Services**
- **Exhibit “B”, Proposal Exception Form**
- **Exhibit “C”, Fee Proposal**
- **Exhibit “D”, E-Verify Contractor Affidavit and Agreement**
- **Exhibit “E”, E-Verify Subcontractor Affidavit and Agreement**
- **Exhibit “F”, Non-Collusion Affidavit**
- **Exhibit “G”, Certificate of Non-Discrimination**

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 Proposals (“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.

In an effort to promote responsible environmental practices, the bidding documents are available, free of charge, on the JWSC website using this link; <https://www.bgjwsc.org/departments/procurement/>. All Prospective proposers are encouraged to check this information frequently throughout the solicitation process as all addenda, updates and relevant information for the solicitation may be found here. **NO PREPROPOSAL MEETING WILL BE HELD.**

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 **April 20, 2021 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, 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:

Pamela Drury-Crosby
Director of Procurement
Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

(c) Original and Copies

Responses must be submitted in **one (1) original, four (4) identical copies and (1) one electronic copy in a sealed envelope and clearly labeled with firm’s name and address, and marked “Sealed Proposal – RFP No. 21-022 - 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 Friday, **March 31, 2021 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 submit any requests for clarification or interpretation regarding this RFP either in writing (letter) to the Director of Procurement of the JWSC, at the Gloucester Street address, above, or by email to pcrosby@bgjwsc.org.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons who registered with the JWSC as instructed above. Each addendum issued will be numbered consecutively and will constitute a part of this RFP. All responses to this RFP shall be prepared with full consideration of the addenda issued. Proposers should check the website at <http://www.bgjwsc.org/departments/procurement/> frequently during the solicitation process to verify that they have received all issued addenda. Proposers have the responsibility of making sure that they have received all issued addenda.

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"), 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 21, 2021, and terminate on October 15, 2022. 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 is terminated or is likely to be terminated 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, Deputy Executive Director and Finance staff 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 Board of 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 listed in *I. Overview* are **REQUIRED**. Omission of any or all of these Exhibits will result in the proposal being removed from consideration by the JWSC.

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. Please include a statement that affirms this in your proposal.
- (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 Joint Water and Sewer Commission by October 10 of each year.

VII. SUBMISSION FORMAT

PLEASE FOLLOW THESE INSTRUCTIONS WHEN RESPONDING TO THIS REQUEST FOR PROPOSALS, 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 Pamela Drury-Crosby, 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 communicating to the governing body or management of the JWSC conditions that may lead to the belief that material errors, defalcations, or other irregularities may exist.
- (d) *Engagement Management:* Describe the relationship team that will be assigned to service our engagement. Describe the individual roles, responsibilities, and briefly detail 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 with our required services.

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, 2021 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", “E”, “F” and "G".

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 excepted on Exhibit "B," the terms specified in the Brunswick-Glynn Joint Water and Sewer Commission's Request for Proposals. Said officer has ascertained the accuracy of the proposal before submitting it to the JWSC. The proposer understands, agrees, warrants and certifies the following:

Further, the undersigned certifies the following:

- (a) That the proposer has carefully read and fully understands the full scope of the requirements;
- (b) That the firm has the resources and experience necessary for full performance of all services quoted in its proposal; and
- (c) That the firm is licensed by, and in good standing with, the Georgia Secretary of State Professional Licensing Board.
- (d) That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to April 20, 2021 12:00 p.m. EST but may not be withdrawn after such date and time.
- (e) That the Brunswick-Glynn Joint Water and Sewer Commission reserves the right to reject any and all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The Brunswick-Glynn Joint Water and Sewer Commission reserves the right to waive any technicalities and informalities in the proposal.
- (f) That by submission of this proposal the proposer acknowledges that the Brunswick-Glynn Joint Water and Sewer Commission has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the proposer.

Signature

Name (Authorized Officer)

Title

Date

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT “B”

PROPOSAL EXCEPTION FORM

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.

The firm wishes to take exceptions to the following items:

<u>Page 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” ON THE FORM.**

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT “C”

FEE PROPOSAL

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. Exhibit “C” must also 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.

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 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 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 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 Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn 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 Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn 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

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 _____, 2021.

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 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 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 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 Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn 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 Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn 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

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 _____, 2021.

Notary Public

My Commission Expires: _____

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

**EXHIBIT “F”
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF _____

COUNTY OF _____

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the proposer to submit the attached proposal. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to propose at a fixed price or refrain from proposing; or with any of the Brunswick-Glynn Joint Water and Sewer Commission or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between proposers and any official of the Brunswick-Glynn Joint Water and Sewer Commission or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed proposal for:

FIRM NAME _ _____

ADDRESS _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me on this _____ day of _____ 2021.

NOTARY PUBLIC (SEAL HERE)

NAME _____

**THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL
EXHIBIT “G”**

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the proposer agrees as follows:

The proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the proposer's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the Brunswick-Glynn Joint Water and Sewer Commission. The proposers may be declared, by the Brunswick-Glynn Joint Water and Sewer Commission, ineligible for further contracts with the Brunswick-Glynn Joint Water and Sewer Commission until satisfactory proof of intent to comply shall be made by the vendor. The proposer agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL