



## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Linda Nabers, Finance Director

**Date:** October 11, 2021

**Subject:** **Appointment and Approval of Internal Auditor**

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### **ITEM DESCRIPTION**

Approval to appoint the Internal Auditor for the City's internal audit services.

### **BACKGROUND**

City staff solicited a Request for Proposal (RFP 21-09) for the internal audit services and received three responses. CBIZ, That Audit Guy and Nichols, Cauley & Associates. The bid proposals were evaluated by the City's Audit Committee and City Staff. Nichols, Cauley & Associates ranked the highest in the technical evaluations as well as in the final cost. The evaluations were done with the technical qualifications weighing in at 75% of the total score and costs weighing in at 25% of the total score. Please see attached cumulative scoring sheet for technical evaluations.

| <u>Company</u>               | <u>Technical Score</u> |
|------------------------------|------------------------|
| That Audit Guy               | 322                    |
| CBIZ                         | 441                    |
| Nichols, Cauley & Associates | 458                    |

### **RECOMMENDED ACTIONS**

Staff recommends the approval of the contract with Nichols Cauley & Associates as the internal auditor beginning November 2021 and ending October 2022.

## **AGREEMENT BETWEEN THE CITY OF DUNWOODY AND NICHOLS, CAULEY & ASSOCIATES, LLC**

This Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, **2021**, by and between Nichols, Cauley & Associates, LLC (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary labor, supervision, equipment, materials and supplies necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

**WHEREAS**, the City of Dunwoody solicited a Request for Proposal (RFP 21-09) Internal Auditor Services in the City of Dunwoody, Georgia for the Finance Department for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the RFP 21-09 Internal Auditor Services Agreement and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Finance Director or her representative. The Proposal is referenced, attached and incorporated herein as Exhibit A, and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

#### **1. Services.**

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required Internal Auditor Services as described in its entirety to the specifications as directed by the City Manager or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

## **2. Compensation.**

a. Fee. In consideration for Services, Dunwoody shall pay a not to exceed price of \$15,000.00.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the Services provided under this Agreement.

## **3. Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

## **4. Term**

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2021. If the Service has not been completed by December 31, 2021, this Agreement shall automatically renew for an additional four-years or part of the year necessary to conclude the Service unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written thirty (30) days' notice to Company.

## **5. Termination For Cause and For Convenience.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

## **6. Compensation in Event of Termination.**

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

## **7. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

## **8. Standard of Performance and Compliance with Applicable Laws.**

Company represents that it possesses the skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform as is

necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof.

Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

#### **9. Conflicts of Interest.**

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar Services for other government sector clients during the term of this Agreement and realize no implications.

#### **10. Proprietary Information**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

#### **11. Insurance.**

Company agrees to indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

## **12. Assignment.**

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

## **13. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

### **If to the City:**

City Manager  
Dunwoody City Hall  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

### **With copies to:**

City Clerk  
Dunwoody City Hall  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

### **If to the Company:**

Nichols, Cauley & Associates, LLC  
Attn: Mr. Michael F. Johnston, CPA, CIA  
135 Brandywine Blvd, Suite A  
Fayetteville, Georgia 30214

## **14. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

## **15. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. Entire Agreement.** This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit A. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**CITY OF DUNWOODY, GEORGIA**

By: \_\_\_\_\_  
Lynn P. Deutsch

Title: Mayor

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

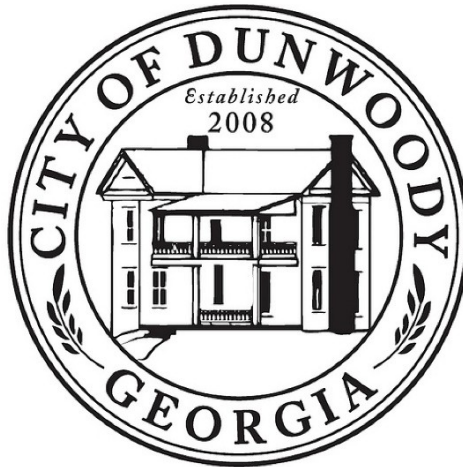


Nichols, Cauley & Associates, LLC

By: \_\_\_\_\_

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

Date of Execution \_\_\_\_\_



**REQUEST FOR PROPOSAL – (RFP 21-09)  
INTERNAL AUDITOR SERVICES**

**PROPOSALS DUE: No later than August 4, 2021, 2:00 PM EST in hard copy.  
Electronic submissions via e-mail or fax will NOT be accepted.**

Questions should be directed in writing to John B. Gates, Jr, via e-mail at:  
[john.gates@dunwoodyga.gov](mailto:john.gates@dunwoodyga.gov)

All questions must be submitted by July 21, 2021, at 2:00 PM

Submit Proposals to:  
City of Dunwoody  
Office of Purchasing, Finance Department  
4800 Ashford Dunwoody Rd. NE Dunwoody, Georgia 30338

## SECTION 1. BACKGROUND AND PURPOSE OF REQUEST FOR PROPOSAL

### 1.1 General Background

Dunwoody, Georgia, is known as an urban center for dining and premier shopping near Atlanta, anchored by Perimeter Mall. The area was officially recognized as the city of Dunwoody in December 2008, when Dunwoody was officially incorporated following a community-led movement.

The City of Dunwoody has a Council-Manager form of government. There are six Council Members and one Mayor who make up Dunwoody's City Council.

Each member of council represents one of three districts in Dunwoody. Posts 1, 2, and 3 are positions that are voted upon by citizens from within the district the Council Member will be representing. Posts 4, 5, and 6 are elected by the city at-large, with each Council Member being elected to represent a given district. Elections are held on a four-year cycle and are staggered, with only half of the Council coming up for vote in any given cycle.

The City Manager is appointed by the Mayor and City Council and is responsible for the effective administration and operation of all services for the City of Dunwoody. The City Manager manages the day-to-day activities of city departments and maintains necessary intergovernmental relationships with federal, state, and other local governments.

The City provides municipal services to its citizens and businesses with City employees and through contract services provided by private firms.

For general information about the City of Dunwoody, the Mayor and City Council, and other city departments, please visit the City's website at <http://www.dunwoodyga.gov>.

### 1.2 Purpose of this Request for Proposal (RFP)

This RFP is being issued by the City of Dunwoody ("City") to seek proposals from qualified professional certified individual internal auditors or audit consulting firms to provide advice, analysis and recommendations to City Management, the Audit Committee, and the Mayor and City Council.

The City desires to enter into a professional services contract with a qualified Proposer who can demonstrate competency and experience in providing internal auditing services for municipal governments. Interested parties who possess the desired qualifications listed and are experienced in providing internal audit services to public agencies are encouraged to submit a Response to this Request for Proposal. At its sole discretion, the City may by direct negotiation, finalize terms with the service provider who is selected for the contract award. The City reserves the right to reject any or all responses for any reason.

## SECTION 2. RFP INSTRUCTIONS

### 2.1 Overview of The Major Schedule of Events

| Event                                     | Date                      |
|---|---------------------------|
| RFP Issue Date                            | July 6, 2021              |
| Deadline for Receipt of Written Questions | July 21, 2021, at 2:00PM  |
| RFP Response Due Date and Time            | August 4, 2021, at 2:00PM |

### 2.2 Point of Contact

From the date this Request for Proposal (“RFP”) is issued until a Proposer is selected, Proposers are not allowed to communicate with any staff (other than the designee below) or elected officials of the City of Dunwoody (“City”) regarding this solicitation. Any unauthorized contact may disqualify the Proposer from further consideration. Contact information for the single point of contact is as follows:

|                   |   |
|-------------------|---|
| Point of Contact: | John B. Gates, Jr, Purchasing Manager   |
| Address:          | 4800 Ashford Dunwoody Rd., NE<br>Office of Purchasing,<br>Department of Finance<br>Dunwoody, GA 30338   |
| Telephone:        | 678-382-6750<br><br><i>In efforts to eliminate the spread of COVID-19 staff may divide their time between on-site and working remotely, therefore please do not call. Use email for the quickest communication.</i> |
| E-Mail Address:   | <a href="mailto:john.gates@dunwoodyga.gov">john.gates@dunwoodyga.gov</a>  |

## 2.3 Required Review

**2.3.1 Review RFP:** Proposers should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Purchasing Manager, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFP.

**2.3.2 Addenda:** The City may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted on the City’s website alongside the posting of the RFP at <http://www.dunwoodyga.gov>. Addenda will become part of the proposal documents and subsequent contract. Proposers must sign and return acknowledgement of any addendum with their RFP response. Failure to propose in accordance with an addendum may be cause for rejection.

**2.3.3 Pre-Proposal Conference:** There is no pre-proposal conference scheduled for this RFP.

**2.3.4 Form of Questions:** Proposers with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Purchasing Manager on or before July 21, 2021. Each question must provide clear reference to the section, page, and item in question.

**2.3.5 City’s Answers:** The City will provide an official written answer to all questions received within the period stipulated under Section 1.2.5. The City’s response will be by formal written addendum. Several questions may be answered in a single addendum, depending on when questions are received. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted on the City’s website alongside the posting of the RFP at <http://www.dunwoodyga.gov>. Proposers must sign and return an acknowledgment form for any addendum with their RFP response. A blank acknowledgement form may be found in Section VI of this RFP.

## 2.4 Submitting a Sealed Proposal

Each Proposer is required to submit two types of proposals—a technical proposal and a fee proposal.

**2.4.1 Organization of Proposal:** Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis in each proposal shall be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained herein. Proposers failing to comply with these instructions may be subject to scoring reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

All proposals must be received in sealed opaque packaging which shall be clearly marked **PURCHASING RFP 21-09—TECHNICAL OR PURCHASING RFP 21-09—FEE**. The technical proposal and the fee proposal must be submitted at the same time, but in separate envelopes. Proposers must organize their proposals in the following order with tabs separating each section:

#### **2.4.2 Content of Technical Proposal Envelope:**

- **Proposal Letter** – The Proposer's authorized representative(s) shall complete and sign the Proposal Letter in Section VI of this RFP and return it with the proposal.

**Acknowledgement of Addendum Form** -- The Proposer's authorized representative(s) shall complete and sign the Addendum Acknowledgement Form in Section VI of this RFP and return it with the proposal.

- **Scope of Work** – The Proposer shall respond comprehensively and clearly to all the requirements of this section and shall include all documents, information, exceptions, clarifications, etc., as requested therein. Number the responses so they are keyed to the paragraph of the RFP that the response addresses. If the Proposer cross-references supplemental materials as enclosures or appendices or annexes to the proposal, be sure that this information is numbered in the supplemental materials showing exactly what paragraph in the RFP the supplemental material is addressing.
- **Appendix** – All other required documents and information requested such as, list of references, copy of germane professional licenses and/or certificates, so forth should be included in this section, with section headings as to the nature of the content.

#### **2.4.3 Content of Fee Proposal Envelope:**

The Proposer shall provide a proposed rate of compensation, marked as "Fee Proposal", detailing a comprehensive fee that designates the total flat rate of compensation for a twelve-month term that includes compensation for any and all reasonable out-of-pocket costs and expenses. Payments to the successful Proposer will be based on submitted detailed invoices. The fee proposal should indicate the desired payment schedule, i.e. monthly, quarterly

In a separate section of the Fee Proposal, the Proposer must provide a description of the fee approach that would be used to charge for work requests outside the Scope of Work, i.e., by hourly rate and what the hourly rate would be, or by flat daily rate fee, or other approach. The City does not know currently of any work outside of the cited Scope of Work, but in the event an issue should arise in which the services of the Internal Auditor may be helpful, the City desires to include a provision in the service provider contract, through mutual agreement, to allow for additional services beyond the original scope of work.

The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

**2.4.4 Copies Required and Deadline for Receipt of the Sealed Technical and Fee Proposals:**

Proposers must submit the following number of copies of both the technical and the fee proposals.

- ☐ One (1) unbound hard copy marked "Original" with signatures; and
- ☐ One (1) electronic copy. The electronic copy shall be submitted by USB flash drive in PDF format (OCR) and organized in the same manner as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

Proposals must be received sealed and at City Hall--the Office of the Purchasing Manager **prior to 2:00 PM (EST), on August 4, 2021**. Facsimile or e-mail responses to requests for proposals are NOT accepted.

**2.4.5 Late Proposal:** It shall be the Proposer's sole responsibility to assure delivery to City Hall--the Office of the Purchasing Manager by the designated time. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.

**2.4.6 Proposal Withdrawal:** A Proposer requesting to withdraw its proposal prior to the RFP due date and time may submit a letter to the Purchasing Manager requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

**2.4.7 Proposal Correction:** If an obvious clerical error is discovered after the proposal has been opened; the Proposer may submit a letter to the Purchasing Manager within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Proposer must present clear and convincing evidence that an unintentional error was made. The Purchasing Manager will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

**2.4.8 Cost of Preparing a Proposal**

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Proposer. The City is not liable for any expense incurred by the Proposer in the preparation and presentation of its proposal.

**2.4.9 All Timely Submitted Materials Become City's Property**

All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Proposer resulting from this RFP process.

**SECTION 3. RFP RECEIPT****3.1 Authority**

This RFP is issued under the authority of the City of Dunwoody.

**3.2 Receipt of Proposals and Public Inspection**

During the opening of sealed proposals, only the name of each Proposer shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after the contract award.

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the City Council award with the following four(4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as

determined by the City; (3) any company financial information requested by the City to determine vendor responsibility, unless prior written consent has been given by the Proposer; and (4) other constitutional protections.

Upon opening the sealed proposals received in response to this RFP, the Chair of the Evaluation Committee in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from rest of proposal; Sealed Fee Proposal does not contain confidential material in cost/price section.
- An affidavit from a Proposer's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by the Purchasing Manager, the Evaluation Committee members, and limited other designees. Proposers must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## **SECTION 4. EVALUATION PROCESS**

### ***4.1 Classification and Evaluation of Proposals***

#### **4.1.2 Initial Classification of Proposals as Responsive or Nonresponsive**

All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. Proposals found nonresponsive may not be considered further.

The City-appointed Evaluation Committee will determine whether a Proposer has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If a Proposer is found non-responsible, the determination will be made a part of the procurement file and the Proposer will be so notified.

#### **4.1.3 Evaluation of Proposals**

A City-appointed Evaluation Committee will evaluate the remaining proposals.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all of the responsive and responsible proposers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City.

Proposers should be prepared to send qualified personnel to the City of Dunwoody or through a Zoom Video Conference to discuss technical and contractual aspects of their proposals. Any cost incurred by the Proposer for its presentation, if conducted, shall be at the Proposer's expense.

### **4.2 Criteria**

Responsive proposals will be evaluated based on the stated evaluation criteria specified below:

- Broad experience, expertise, and knowledge of internal auditing
- Specific experience performing internal audit for cities and/or counties in Georgia
- Professional References
- Fee Proposal

In scoring against stated criteria, the Evaluation Committee may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing quality, approach to service offerings, pricing, and other factors.

The Evaluation Committee will provide a written recommendation for award to the Purchasing Manager that contains the scoring and related supporting documentation for its decision. The Purchasing Manager will review the recommendation to ensure its compliance with the RFP process and criteria before the Evaluation Committee submits the recommendation to the City Manager.

#### **4.3 Negotiations:**

Upon direction of the City Manager, the designated City Official may begin negotiations with the recommended Proposer. The “best and final offer” is an option available to the City under the RFP process which permits the City of Dunwoody to request a “best and final offer” from one or more Proposers if additional information is required to make a final decision. The decision to seek “best and final offer” is at the sole discretion of the City. Proposers may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes.

Contract Award, if any, will be made to the responsible and responsive proposer who provides all required documents and successfully completes the negotiation process and is deemed in the City’s sole discretion to be the most advantageous to the City.

### **SECTION 5. CITY OF DUNWOODY RIGHTS RESERVED**

The following rights reserved to the City are not all inclusive, but only represent certain rights that may be of interest to potential proposers in deciding whether or not to submit a proposal.

- The City reserves the right to waive any information or irregularities of proposals, to request clarifications on information in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.
- While the City has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to cancel or terminate this RFP at any time. A notice of cancellation will be issued on the City’s website. If the RFP is cancelled, the City will not reimburse any Proposer for the preparation of its proposal. Proposals may be returned upon request if unopened.
- The City may make such investigations as deemed necessary to determine the ability of the Proposer to perform the services specified. Further, the City reserves the right to contact Proposer’s references, including references not provided by the Proposer.
- Enter into further discussions with one or more Proposers.
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal.



- The term of the initial contract award shall be for one year. If the City determines it to be advantageous, it may extend the term of a contract award for up to four (4) additional one-year periods, one year at a time. It is expressly understood and agreed that the obligation of the City to make payments to the successful Proposer shall only extend to monies appropriated annually by the Mayor and Council and encumbered for the purposes of the Internal Auditor Agreement.

## **SECTION 6. SCOPE OF WORK**

### ***6.1 Description of Internal Auditor Services***

The City of Dunwoody is seeking an independent Internal Auditor to plan and conduct internal reviews and audits to ensure compliance with applicable federal, state, and local laws, regulations, generally accepted accounting principles and auditing standards.

- Develop a risk-based Internal Audit Strategic Plan based on the best approach for regular review of city programs and department operations.
- Review, monitor and make recommendations concerning accounting procedures.
- Review internal control procedures to ensure adherence to good management practices and protection of government interests.
- Review records pertaining to monetary, physical, and staffing assets to ensure accountability and efficient utilization.
- Analyze work processes, administrative procedures, workflow, and compliance with established standard operating procedures.
- Present recommended or requested audits to the City Manager for approval.
- Attend Audit Advisory Committee meetings regularly and City Council meetings as needed.
- Conduct and prepare quarterly written reports of audit findings to the City Manager, the Audit Advisory Committee, Mayor and City Council, which include departmental responses to the audit findings.
- Determine compliance with financial policies for preparation of financial statements.
- Review computer-based information systems for appropriate levels of control, documentation, audit trails and security.
- Work with external auditors or consultants to conduct independent reviews of department operations.
- Direct and participate in special investigations, projects and programs as requested by the City Manager.
- Provide innovative and progressive suggestions and share best practices generally to contribute to the City's goals to be transparent and efficient.
- Based on city-wide general observations provide approaches and techniques for organizational continuous improvement.
- Perform other duties as may be requested by the City Manager, Mayor and City Council.

### ***6.2 Proposer Qualifications***

- The successful Internal Auditor must have its own staff support and administrative resources to accomplish the requirements of the Internal Auditor work.

- Knowledge of management/operational auditing, financial analysis and planning and long-term financing mechanisms.
- Knowledge of federal, state, and local laws, rules and regulations governing area of assignment.
- Knowledge of methods and techniques used for internal financial controls including governmental accounting standards (GAS), generally accepted accounting principles (GAAP); generally accepted auditing standards (GAAS) and methods and techniques used to conduct criminal investigations related to fraud and theft of the Government's assets.
- Skill in communication and interpersonal techniques, establishing and maintaining effective working relationships with City staff, officials, and the general public. Preparing and presenting executive-level reports and managing multiple audit projects simultaneously.
- Skill in conducting surveys and developing and carrying out action plans.
- Skill in oral and written communication.
- Licensed as either a Certified Public Accountant (CPA), Certification issued by The Institute of Internal Auditors as a Certified Internal Auditor (CIA), a Certification issued by the Association of Certified Fraud Examiners (CFE), or a Certification issued by the Institute of Certified Forensic Accountants (CFA).
- Five or more years of Internal Audit or Fraud Examination, or Forensic Accounting experience in a business or governmental organization.

### **6.3 Proposal Required Content**

Proposals shall include the following components:

- Proposer Qualifications and Expertise
- Engagement Approach and Proposer Resources
- Describe the nature and scope of the Proposer's experience in providing the Services described in the Scope of Work. Include list of professional recommendations.
- Provide licenses, certificates and other information related to independent Internal Auditor Requirements.
- Name and business address of the entity(s) or individual(s) that will be the party to the proposed contract and the Proposer's business telephone number, and e-mail address
- Number of years that Proposer has served as the Internal Auditor (please include any former firms owned by the Proposer including the firm names and year established, if applicable).
- Type of ownership (sole proprietorship, partnership, corporation, joint venture, or limited liability company—list state in which incorporated) and parent company, if any.
- Disclose whether the proposing entity(s), or any shareholder, member, partner, or officer or employee thereof, is presently a party to any pending litigation or has received notice of any threatened litigation or claim; provided, however, that Proposer need not disclose minor traffic matters.
- Proposals shall be signed by a person with actual authority to bind the Proposer. If it is made by a partnership, it shall be signed with the partnership name and by a general partner and the full name and address of the general partner shall be given.
- Explanation of any exceptions to this RFP requested by the Proposer. If exceptions are requested, cite the activity involved, the exception taken, and alternate language. If no exceptions are requested, please state so.
- Proposed rate of compensation in a separate sealed envelope marked "Fee Proposal"

**SECTION 7. FORMS TO COMPLETE**

- ☐ Proposal Letter
- ☐ Addendum Acknowledgement Form

## PROPOSAL LETTER

**FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Internal Auditor Services. Request for Proposal ("RFP") for the City of Dunwoody ("City") for which prices have been set. The price(s) offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes a good faith offer. As such, if it is accepted in writing by the City Manager of Dunwoody, then a contract will be negotiated by the two parties in accordance with the terms and conditions outlined in the proposal.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

### PROPOSAL SIGNATURE AND CERTIFICATION

I \_\_\_\_\_, certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Proposer") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer.

|   |  |
|---|--|
| Authorized Signature of Proposer                        |  |
| Print or Type Proposer's Name                           |  |
| Print or Type Name of Company, or N/A if non-applicable |  |
| Date  |  |

## ACKNOWLEDGEMENT OF RFP ADDENDUMS

***FAILURE TO INCLUDE THIS SIGNED ACKNOWLEDGEMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL***

| Addendum Number | Date of Addendum |
|-----------------|------------------|
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I \_\_\_\_\_, acknowledge and accept responsibility that I have reviewed the City's Purchasing website subsequent to the issuance of the original RFP 21-09 the following addendums issued for RFP 21-09.

|   |  |
|---|--|
| Authorized Signature of Proposer                        |  |
| Print or Type Proposer's Name                           |  |
| Print or Type Name of Company, or N/A if non-applicable |  |
| Date  |  |

**CITY OF DUNWOODY**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION – PURCHASING DIVISION**  
**GENERAL INSTRUCTIONS FOR PROPOSERS**

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

**1. INTENT**

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

**2. GENERAL**

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) prior to the deadline for questions regarding proposals indicated in the RFP. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 A Proposer's Proposal prices shall remain firm for 60 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.
- 2.3 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.4 There shall be no reimbursables or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.

**3. ENVIRONMENTAL SUSTAINABILITY**

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

**4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS**

All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal. (These Instructions to Proposers, the Request for Proposal, the Proposal Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work. *Examples of the City's Standard Contracts and General Conditions are available on the City website.*

**5. ADDENDUM(S)-CHANGES WHILE PROPOSING**

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) or facsimile to (678) 533-0712 by the date and time listed in the proposal documents (if applicable). Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting the City web site at <http://www.dunwoodyga.gov>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

**6. PREPARATION OF PROPOSALS**

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her.
- 6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

**7. PROPOSAL GUARANTY**

A Proposal Guaranty shall not be required for this Contract.

**8. DELIVERY OF PROPOSALS**

- 8.1 All Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Proposer, address, and the RFP #. Each Proposal shall consist of (i) an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

**9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS**

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) or facsimile to (678)533-0712. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

**10. WITHDRAWAL OF PROPOSALS**

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of sixty (60) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the sixty (60) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

**11. DISQUALIFICATION OF PROPOSERS**

- 11.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:
  - 11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
  - 11.1.2 Evidence of collusion between or among Proposers;



- 11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
- 11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or
- 11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

11.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

## **12. REJECTION OF IRREGULAR PROPOSALS**

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

## **13. NOTICE OF INTENT TO AWARD CONTRACT**

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

## **14. RESPONSIBILITY OF PROPOSERS**

- 14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- 14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years, unless otherwise noted in the Proposal Document. The information should be submitted with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- 14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing similar services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

## **15. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90**

- 15.1 When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.

**16. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

- 16.1 Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.

**17. EXECUTION OF CONTRACT**

- 17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.
- 17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).
- 17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

**18. GEORGIA SALES TAX**

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

**19. SUBCONTRACTS**

- 19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.
- 19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- 19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

**20. FAMILIARITY WITH LAWS**

All Proposers and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02, if applicable, will be attested.

**21. SECURITY**

The successful Proposer will be required to comply with all applicable standards of the City relating to security which may be in effect or changed from time to time.

**22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION**

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

**23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION**

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

**24. INSURANCE**

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

**25. PROPOSAL ERRORS**

In the case of a Proposer's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.

**26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

**27. PERFORMANCE STANDARD**

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.

**28. NO PROPOSALS**

In the event a potential Proposer elects not to submit a Proposal, such potential Proposer is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

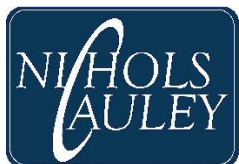
**29. PUBLIC RECORDS/PUBLIC MEETINGS**

Bidders hereby acknowledge that meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal shall constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that any portion of its response to be proprietary information. Proposals and all related correspondence are governed by the Georgia Open Records Act and will be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the bidder. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

\*\*\*\*\* END OF INSTRUCTIONS TO PROPOSERS \*\*\*\*\*

## INTERNAL AUDIT SERVICES – RFP 21-09 - TECHNICAL

Submitted to:  
Audit Committee  
City of Dunwoody



## NICHOLS, CAULEY & ASSOCIATES, LLC

3550 Engineering Drive, Suite 250  
Peachtree Corners, Georgia 30092  
Tel. 404-214-1301  
www.nicholscauley.com

To the Audit Committee  
John B. Gates Jr.  
City of Dunwoody  
Dunwoody, GA 30338

### RE: Internal Audit Proposal

We appreciate the opportunity to propose on the Internal Audit services for the City of Dunwoody. Our goal is to provide you with the services you desire in order to add value to your organization and create a mutually beneficial long-term relationship. Our proposal is intended to provide a summary of the value we believe our firm can provide based on our personnel, experience, and approach.

Placing in the top 5 of Certified Internal Auditors in Atlanta, Georgia, our Firm is committed to serving governmental and other entities, and our partners have been dedicated to the industry for over 35 years. Our team members are dedicated to developing their skillset and credentials to better serve our clients. With this mentality, we have teams made up of risk service professionals, including: Certified Public Accountants, Certified Internal Auditors, Certified Regulatory Compliance Managers, and Certified Information Systems Auditors. We have developed the resources and personal commitment to provide exceptional service, including:

**Personnel** – Consistent engagement personnel with two partners assigned to each engagement  
**Experience** – Partners and team members with extensive experience serving internal audit clients  
**Approach** – Risk services based on the IIA – “Three Lines of Defense Model”

We serve governmental entities throughout the State and have specific experience with anticipating and meeting the needs of your organization. We have consistently grown and expanded in clients and qualified team members, and we believe this is a testament to our customer service philosophy. We encourage our team members to be flexible with how we serve our clients vs. a “one size fits all” approach to our governmental engagements. We strive to give outstanding service to our clients and provide value-added services to help them succeed. This has been our approach since the beginning and will continue define our firm in the future. Enclosed please find additional information on our firm including size, structure, qualifications of team members, and our approach to service to our government entity clients.

Based on our understanding on information provided in your proposal and in your questions and answers, we believe the following risk services timeline and fee structure provides an overview of the internal audit procedures to mitigate the City’s risk. Our internal audit procedures are designed to focus on risks you have identified in an initial risk assessment, however, an internal audit plan should be dynamic and address risks as they are identified. In our fee proposal, we have elected to quote based on a quarterly fee to perform internal audit procedures commensurate with your City. In addition, we have quoted a daily rate which has worked well on our clients base as the Audit Committee can “turn on” and “turn off” as they desire.

# NCA | Governmental Entities

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## Firm Profile

### Firm Values

Our Firm's mission statement is to *"provide our clients with the service they desire, maximize the long-term personal, professional, and financial performance of our clients, our team, and our firm, and to enjoy doing it!"*

We are passionate in service to our clients, our team, and our Firm.

For our clients, we seek to be trusted business advisors, and to bring enhanced value through our services, our industry experience, and our expertise. We invest significant resources in professional development, technology, and service delivery tools. With this we are able to bring to clients in all areas of our Firm, the service they desire, and we are able to support them in identifying and achieving their goals.

For our team members, we seek people that are passionate about service, to our clients and in collaboration with other team members. We seek people who will thrive in our servant-leader environment. Our team is comprised of talented and energetic people who look for opportunities to serve and expand their experiences. Our firm leadership works with each team member to develop a professional competencies plan. This plan is built on the following competencies:

- I. Service Excellence
- II. Communication
- III. Achievement
- IV. Business Acumen
- V. Leadership
- VI. Relationship Management
- VII. Technical Expertise

All team members are given expectations regarding these competencies, and we strive to develop in each of these areas in order to accomplish our mission and offer the highest quality of service to our clients.

We are a firm of relationships, both inside the organization with our team members and outside our organization with our clients and friends. We believe in serving others, period. While our procedures may result in a report to management or a board, this is not the only thing that defines successful service. We truly seek to know and understand each and every client, in order to ensure we are maximizing what is important to you.



### Firm Information

Nichols, Cauley & Associates, LLC ("NCA") is a regional professional services firm. We began 35+ years ago in Middle Georgia. However, the predecessor firm in Atlanta, which we acquired in 2001, began approximately 90 years ago.

Our Firm operates across offices throughout Georgia and has integrated technology which allows us to provide efficient, effective, and high quality services to our clients from any location. Our Atlanta office will be the contact office for your proposed services.

Nichols, Cauley & Associates, LLC has been named:

**"One of the 250 largest CPA firms in the nation."**

**"One of the 20 largest CPA firms based in Georgia."**

**"One of Atlanta's top 10 fastest-growing firms"**

**"In the top 5 of number of Certified Internal Auditors in Atlanta, Georgia."**

| BOOK OF <b>LISTS</b>   |  |  |  |                                 |                                     |   |                              |  |                      |   |                            |
|--|--|--|--|---------------------------------|-------------------------------------|---|------------------------------|--|----------------------|---|----------------------------|
| CERTIFIED INTERNAL AUDITORS  |  |  |  |                                 |                                     |   |                              |  |                      |   |                            |
| ACCOUNTING FIRMS RANKED BY NUMBER OF CERTIFIED INTERNAL AUDITORS (CIAs) IN ATLANTA |  |  |  |                                 |                                     |   |                              |  |                      |   |                            |
| Business name<br>Website   | Address<br>Phone   | Number of<br>Certified Internal<br>Auditors (CIA) in<br>Atlanta <sup>1</sup> | Number of<br>Atlanta<br>professionals <sup>2</sup> | Number<br>of<br>Atlanta<br>CPAs | Number<br>of<br>Atlanta<br>partners | Total full-<br>time<br>Atlanta<br>staff | Number<br>of U.S.<br>offices | Partial listing of specialty<br>services offered   | Firm<br>headquarters | Managing partner(s)<br>in Atlanta                         | Year<br>est. in<br>Atlanta |
| <b>1</b> Deloitte LLP<br>deloitte.com/us   | 191 Peachtree St. N.E.,<br>#2000<br>Atlanta, GA 30303<br>404-220-1500  | 12   | 2,211  | 537                             | 252                                 | 2,889                                   | 101                          | audit, consulting, advisory, tax   | New York             | Ed Heys   | 1915                       |
| <b>2</b> EY<br>ey.com  | 55 Ivan Allen Jr. Blvd.,<br>#1000<br>Atlanta, GA 30308<br>404-874-8300 | 11   | 1,747  | 457                             | 165                                 | 3,397                                   | 91                           | assurance, tax, advisory and<br>transaction advisory services  | New York             | Glenn Mitchell  | 1918                       |
| <b>3</b> Nichols, Cauley &<br>Associates LLC<br>nicholscauley.com                  | 2800 Century Pkwy. N.E.,<br>#900<br>Atlanta, GA 30345<br>404-214-1301  | 9  | 43   | 25                              | 8                                   | 46                                      | 7                            | financial institutions, risk<br>management/internal audit,<br>tax, audit and assurance,<br>governmental, manufacturing/<br>distribution, family businesses | Dublin, Ga.          | William Sammons   | 2000                       |
| <b>4</b> KPMG LLP<br>kpmg.com/us   | 303 Peachtree St. N.E.,<br>#2000<br>Atlanta, GA 30308<br>404-222-3000  | 7  | 1,070  | 280                             | 88                                  | 1,275                                   | 106                          | audit, tax, and advisory<br>services   | New York             | Milford McGuirt   | 1922                       |
| <b>5</b> Frazier & Deeter LLC<br>frazierdeeter.com                                 | 1230 Peachtree St. N.E.,<br>#1500<br>Atlanta, GA 30309<br>404-253-7500 | 6  | 257  | 111                             | 35                                  | 276                                     | 5                            | audit, tax, forensic accounting,<br>transaction advisory, internal<br>audit, cybersecurity, IT<br>consulting   | Atlanta              | W. Seth McDaniel<br>David Deeter<br>Christopher Etheridge | 1981                       |

Our Firm operates across offices throughout Georgia and has integrated technology which allows our team of approximately 200 professionals to provide efficient, effective, and high-quality services to our clients from any location. The Firm has a total of 30 governmental audit staff members.

Nichols Cauley is a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center and has access to comprehensive resources that will assist us in further enhancing the quality of our audits. The Center membership provides us timely information on a



variety of technical, legislative and regulatory subjects that we can in turn apply to our audits to help ensure compliance with the appropriate standards and changes in regulations.

The Center also provides resources to auditees through the Auditee Resource Center. The Auditee Resource Center includes information, practice aids, tools and other resources that are of interest and benefit to auditees.



## Governmental Audit Quality Center

By joining the Center, we are committing to adhere to the highest quality standards by voluntarily agreeing to the Center membership requirements, which include designating a partner responsible for the quality of our governmental audit practice, establishing quality control programs, performing annual internal inspection procedures, and making our peer review report findings publicly available.

Nichols, Cauley & Associates, LLC is an independent member of BKR International, a leading global association of more than 160 accounting, law, and business advisory firms with over 500 offices in over 80 countries around the world. BKR International provides the necessary resources to meet the local and cross-border needs of its members and their clients. Member firms are committed to delivering superior client service throughout the world.



BKR International firms are selected for their local influence, expertise, and international capability. They must demonstrate that they have met the standards of their local jurisdiction, as well as undergo a thorough review by BKR's Regional and Worldwide Boards. Members must also show dedication to continuous improvement.

Membership allows firms to connect with like-minded professionals in other jurisdictions. Members exchange, benchmark, and share information and best practices on both technical and practice management levels. Members can also contract with other members for professional and technical resources.

## Governmental Services

Our Firm provides audit, risk services, accounting, consulting, computer consulting, bookkeeping, and management advisory services to governmental entities at each of the Firm's locations. Our team is well equipped and experienced to understand risks and concepts that are key to not only performing the services required of us, but also equipped to become advisors to your organization by understanding the importance of control frameworks and technical accounting knowledge. With this breadth of knowledge and resources, we aim to bring solutions to your professional services needs and adds value to your organization by being a resource and trusted advisor in areas that extend beyond the scope of our work.

At NCA, we operate as a team utilizing the professionals best qualified to perform the engagement. Our clients receive the highest degree of attention from our government entity group consisting of Certified Public Accountants, Certified Internal Auditors, Certified Regulatory Compliance Managers, and Certified Information Systems Auditors.

We are proud of every client relationship we have and enjoy working with entities of all sizes. Each client relationship requires a specific approach based on the size, structure, and operational activities at each entity. Client references are included in this document and we are certain that those contacted will attest to our client focused approach and expertise in the governmental field. A summary of client services we provide that are most similar to those required by the City or have similar activities are as follows:

- *NCA performs the audit of 80 governmental entities annually.*
- *NCA performs over 15,000 hours of risk services and information technology services annually.*
- *NCA works with various State Agencies providing internal control documentation assistance, indirect cost rate proposals, and operational consulting.*

## Risk Services

Our risk services practice is a major focus of our firm, and our diversity of this focus demonstrates our capability in serving governmental entities. To effectively provide the diverse services needed by governmental entity clients our personnel have **developed numerous specialty certifications and designations to ensure our firm personnel are leading each specific area** with the most up to date information and regulatory guidance, and to ensure our clients are receiving this information through professionals specifically focused on each area.

Our firm personnel have the following designations and certifications specific to the financial institution industry and to the proposed services:

- *Certified Internal Auditors* – over 20 team members have achieved the Certified Internal Auditor certification of the Institute of Internal Auditors.
- *Certified Information Systems Auditor* – six of our team members have achieved the Certified Information Systems Auditor certification of the Information Systems Audit and Control Association.

- *Certified Regulatory Compliance Manager* – our partner in charge of financial institution compliance services has achieved this certification.
- *Certified Anti-Money Laundering Specialist* – our team member focused on leading the fieldwork engagements for Bank Secrecy Act compliance and validation services has achieved this certification.

### Qualifications of Local Staff to be Assigned

The firm has long maintained a core objective to attract, develop and retain the best and brightest people. Numerous initiatives designed to support this have resulted in the firm being named one of the fastest growing firms in Atlanta according to the *Atlanta Business Chronicle*.

It is NCA's policy to reassign staff to continuing annual engagements and to staff our engagements with highly competent, experienced staff. We would like to emphasize our commitment to maintaining professional team member continuity in servicing this engagement. Many of our clients rely on having the same resources available to them because it reflects a commitment to their organization and a deeper understanding of what their organization is trying to achieve. Our team builds a relationship based upon integrity, trust, and mutual respect, which is a primary reason that we maintain long-term professional relationships.

Our Firm operates across offices throughout Georgia and has integrated technology which allows our team of approximately 200 professionals to provide efficient, effective, and high-quality services to our clients from any location. The Firm has a total of 30 governmental audit staff members. The Firm has over 40 professionals engaged in internal control, information technology, and risk services throughout.

### Professional Organizations

We believe membership and involvement in professional organizations enhance technical proficiency and our ability to communicate about current topics with our financial institution and governmental entity clients. NCA and team members are proud to be associated with, and active participants in, the following professional organizations:

- American Institute of Certified Public Accountants
- Georgia Municipal Association
- Institute of Internal Auditors
- National Association of Certified Valuation Analysts
- Georgia Society of Certified Public Accountants
- Community Bankers Association of Georgia
- Georgia Bankers Association
- Community Bankers Association of Alabama
- South Carolina Association of Certified Public Accountants
- Alabama Society of Certified Public Accountants
- Florida Institute of Certified Public Accountants

### Leaders in Our Field

Our firm is committed to the profession of public accounting. Kirk Jarrett, Partner, serves as Chair of the Georgia Society of Certified Public Accountants for the 2020-2021 year. Kirk is also serving a three-year term on the American Institute of Certified Public Accountants Council. Marlan Nichols, Managing Partner, has served on the Board of Directors and is a Past Chair of the Georgia Society of Certified Public Accountants. Several of our partners and team members have served and continue to serve in various capacities for the Georgia Society of Certified Public Accountants. He also has been elected to serve on the board of BKR International.

Farrell Nichols, Former Managing Partner, served on the seven-member Georgia State Board of Accountancy and as a member of the Global Strategies Committee of the National Association of State Boards of Accountancy.

Mike Cauley, Senior Partner, served as President of the Georgia Society of Certified Public Accountants for the 2004 – 2005 fiscal year and completed service of a three-year term on the American Institute of Certified Public Accountants' Council.

Our Firm's commitment to quality has been the foundation of our Firm since inception. We are proud that we were a voluntary charter member of the Private Companies Practice Section of the American Institute of Certified Public Accountants Division for CPA Firms from 1979 until we transferred to the SEC section. The transfer to the SEC section (SECPS) and subsequently to the National Peer Review Committee was due to our expansion of assurance services to publicly traded companies. We are proud of the fact that we have successfully completed all peer reviews, including our most recent peer review that was completed during 2017.

NCA's association with BKR International provides our team with additional resources and gives us a competitive edge over many other firms.

### Benefits of Working with Nichols Cauley

- Strong coordination and cooperation between NCA, management, auditors and other third parties who understand the requirements and procedures they follow, resulting in less duplicative effort.
- Experience working with clients in all areas of risk management
- We provide an independent view of the internal control systems and processes that exist within the company.
- Effective and efficient approach due to third party industry knowledge, procedures and tools that have already been developed.

## Qualifications

### Our Team

NCA utilizes a two-partner approach to performing services for financial institutions and government entities. Field work will be conducted by an experienced manager, senior accountant, along with additional staff accountants with prior government entity experience.



We have a specific government entities services group, and all of our group's managers, senior accountants, and staff accountants have relevant industry experience and have participated in audit and consulting projects for governmental entities.

Our team has historically had low turnover rates, and we understand and commit to engagement management continuity to maximize our familiarity with your organization and gain efficiency across all services provided to you.

Our Government Entity's team members possess a wide array of skill sets and experience within your industry. These team members are well versed in risk management best practices, internal control framework at financial institutions and governmental entities, and many of our team members hold certifications for internal auditing services or specialized services in which governmental entities often need expertise.

### City of Dunwoody Engagement Team

The following are the engagement team members assigned to the engagement based on their expertise and ability to deliver the services requested.

| Name  | Engagement Role           | Relevant Experience              |
|---|---------------------------|----------------------------------|
| Michael Johnston, CPA, CIA, CCCP                      | Engagement Partner        | 25+ Years of Industry Experience |
| Tim Veal, CPA/CITP, CRCM, CGMA, CIA, CISA, CRMA, CFP® | Engagement Review Partner | 25+ Years of Industry Experience |
| Gregory Chapman, CPA, CIA, CISA, CGAP                 | Consulting Partner        | 14+ Years of Industry Experience |
| Creighton Cummings, CPA, CIA                          | Manager – Risk Management | 9+ Years of Industry Experience  |

In addition to the above partners, our engagement team will include staff and senior associates who will work closely with your team to deliver services. We will utilize personnel on our team with relevant

experience to your industry and services desired.

Refer to [Appendix B](#) for complete resumes of the City of Dunwoody engagement team.

#### Personnel Continuity

Our proposed management team all have significant experience in our firm. This longevity allows us to maintain consistent team leadership for our clients. We also work to schedule other teams members on a consistent basis with our clients, in order to ensure the knowledge gained by our team in one visit carries to the next.

Many of our clients rely on having consistent professional resources available to them as it reflects a commitment to their organization and a deeper understanding of their organizational structure and objectives. We believe this develops a professional services relationship that provides efficient and effective service delivery.

#### Firm and Personnel Independence

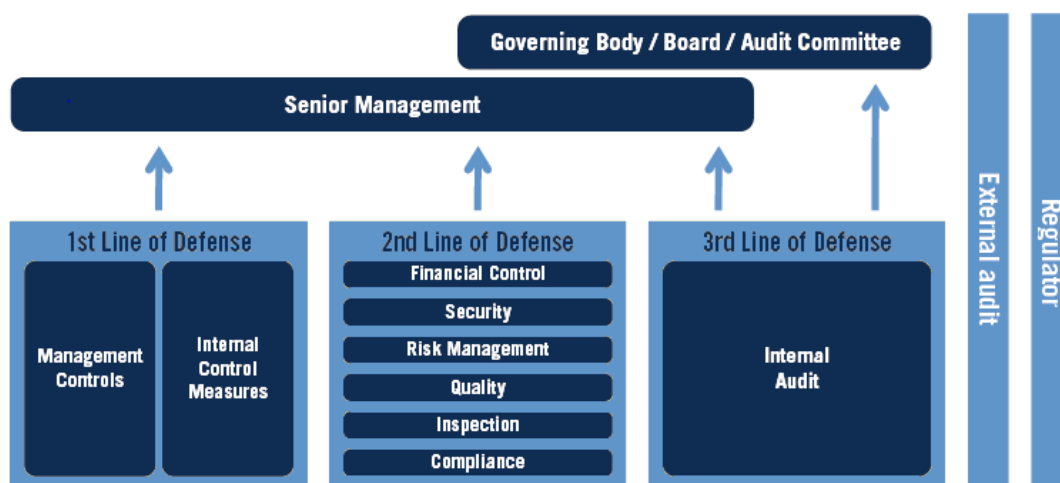
Nichols Cauley and Associates, LLC and its associates are independent with respect to the City of Dunwoody.

## Our Approach

### Risk Advisory Services/Internal Audit/Compliance Audit

There are numerous stakeholders and parties having responsibility for risk management within an organization. The Board of Directors and Management establish the risk management tone and expectations for an organization, promote compliance with its risk appetite, and manage risks within their spheres of responsibility consistent with risk tolerances. Management and other organization personnel are then responsible for executing the entity's risk management in accordance with established directives and protocols, and for establishing controls to manage activities within established risk parameters. A number of external parties, such as customers, vendors, business partners, external auditors, regulators, and internal auditors often provide information useful in effecting risk management within the organization. This can be demonstrated through the "Three Lines of Defense Model" in risk management.

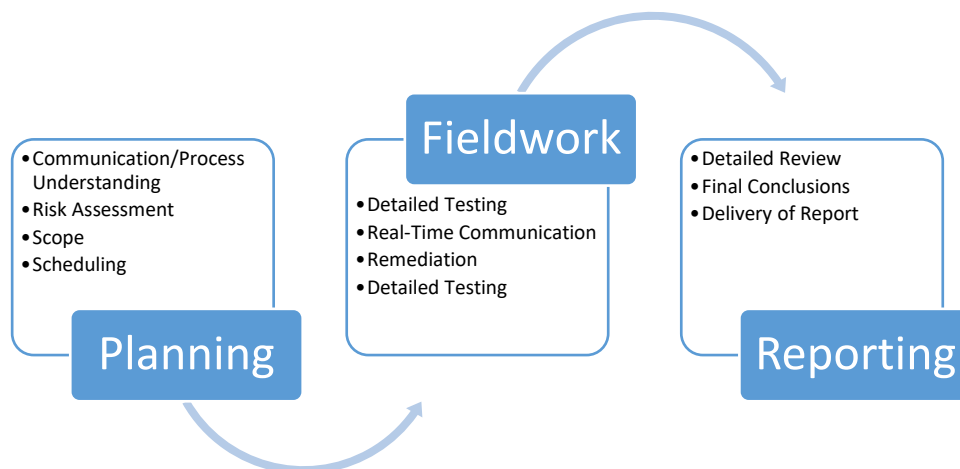
#### The Three Lines of Defense Model



Adapted from ECIIA/FERMA *Guidance on the 8th EU Company Law Directive, article 41*

Our approach to risk advisory services is built upon the Three Lines of Defense Model and our delivery of services occurs in three general stages:

- Planning
- Fieldwork
- Reporting



### Planning

Our execution of risk advisory services will begin with thorough and complete engagement planning. Each of the following stages are founded in a well-established engagement plan. In this stage the partners and lead engagement personnel will establish objectives and scope, and will establish engagement scheduling and timing expectations. With this, each engagement is tailored to the particular client, established expectations are communicated with client personnel and our Firm engagement personnel, and a schedule of completion is established.

### Fieldwork

Fieldwork is an opportunity to demonstrate the personal service and expertise we bring to our clients. We will work closely with your personnel to ensure the engagement plan is executed without disrupting the daily operations of your organization. In this stage we will perform detail testing of internal controls, governance processes, financial records and documentation, compliance activities and other activities and processes relevant to the engagement scope and objectives. Whether our team is on site, or leveraging our technology to work remotely, we will communicate with your personnel throughout this process, so organization management will as appropriate know the status of all engagement services, and will be immediately aware of any issues encountered. Our engagement lead team will be thoroughly involved in fieldwork so the status of engagement services are closely monitored and the resolution of any issues can be efficiently addressed. Throughout the services your management team will be fully aware of the status of all engagement services, and the expected timeline for reporting completion.

### Reporting

Following the completion of fieldwork, our management team performs a detailed review of all work performed to ensure the highest quality of our services and reporting. Our partners and engagement leadership team are involved in every aspect of our services delivery, ensuring that our engagements and delivery timelines are meeting the established objectives, and that any issues are addressed immediately so that surprises or unexpected delays do not delay or inhibit engagement objectives. Through this engagement involvement we are regularly communicating with management, and the Audit Committee/Board of Directors as appropriate, regarding the status of the engagement and any issues encountered.



At the conclusion of each engagement service or engagement milestone we will provide to the Bank a report of procedures performed, findings, any applicable response from management, recommendations for enhancement, and if applicable a plan for remediation testing.

### Coordination and Reporting

We will coordinate our services with the designated governing body of the Bank and with Bank personnel as assigned by the governing body.

We will modify our procedures, if necessary, should there be a change in risk as identified by the governing body or designated Bank personnel.

We will perform our procedures in compliance with consulting standards of the American Institute of Certified Public Accountants and Rule 101 of the Code of Professional Conduct. The procedures will not constitute an audit, the objective of which is the expression of an opinion on the specified elements and accounts of the financial statements. We will not perform an examination, the objective of which is the expression of an opinion on management's assertions. Accordingly, we will not express such opinions.

### Efficiency through Technology

Our Firm utilizes technology to both streamline the workflow of our engagements and protect data integrity for our Firm and your organization.

**Cloud Based Work Environment** – Our firm completes and retains all engagement documentation electronically, and our software allows our entire team to simultaneously complete planning, perform fieldwork testing, and review from any location in order to deliver services in a timely fashion and minimize our time and cost to you. Through our investment in document portals, Citrix based work environments, and video conferencing technology our team can complete much client work either on-site or off-site, allowing us to work with clients throughout the United States.



**Data Analytics** – Our firm has created a Data Analytics Group that uses tools like Python, Power BI and IDEA to develop processes to examine 100% of available data. Additionally, this group is able to visualize data in order to identify and track emerging trends and risks in an organization. Whether it is creating visual maps by census track of every loan in a Bank to assist with CRA compliance or developing a system to analyze all file maintenance changes over a period of time to gather trends or identify potentially fraudulent changes, this Group allows our team to take a different approach to risk management services than just traditional sample testing.

**Data Security** – Our Firm utilizes Right Network's Cloud service to provide IT infrastructure and support. Right Network manages our infrastructure, application footprint hosted within that infrastructure, and local networks (including firewall and workstation management). Access to the cloud network utilizes a multi-factor authentication process in addition to unique usernames and passwords requiring adequate complexity for access to our local networks. Our cloud services are delivered from two separate QTS datacenters. The data centers have completed both SOC1 and SOC2 examinations. The Right Network Cloud uses 128-bit encryption, with SSL/TLS ensuring the confidentiality, authentication and integrity of

session data. Right Network also manages our workstation security, patch management, email and virus protection, firewall management, intrusion protection, and network inventory. NCA has obtained and reviewed the most recent SOC 2 Type 2 report for the Right Network Cloud Applications.

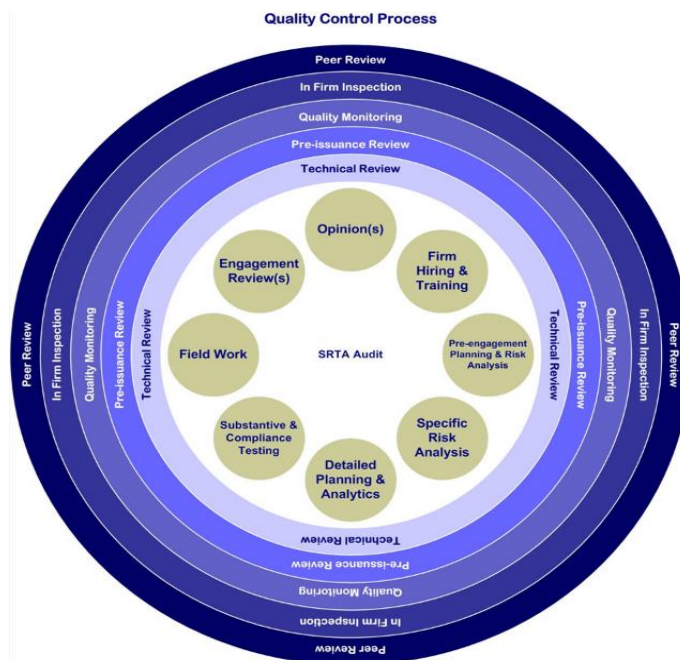
### Quality Control

We are committed to providing quality services to our clients. Our commitment to quality has been a foundation of our Firm since inception. NCA was a voluntary charter member of the Private Companies Practice Section of the American Institute of Certified Public Accountants Division for CPA Firms from 1979 until we transferred to the SEC Practice Section (SECPS). The transfer to the SECPS and subsequently to the National Peer Review Committee was due to our expansion of assurance services to publicly traded companies. We are proud of the fact that we have successfully completed all peer reviews with unqualified opinions. Additionally, since NCA provides assurance services to publicly traded companies, our system of quality control is subject to inspections by the Public Company Accounting Oversight Board (PCAOB). NCA is also proud of the fact that we have successfully completed all such inspections.

Our quality control policies and procedures are outlined in our Quality Control Document, which is the bedrock upon which our accounting and auditing practice is based. It provides a structure for performing engagement procedures and a safety net for helping to ensure the Firm's reports are appropriate in the circumstances. It also reflects our commitment to quality at all levels.

The Quality Control policies and procedures address each of the following quality control elements:

- Leadership responsibilities for quality within our Firm
- Relevant ethical requirements
- Acceptance and continuance of client relationships and specific engagements
- Human resources
- Engagement performance and
- Monitoring



## Proposed Time Frame for Executing the Internal Audit

### Internal Audit and Procedures Review (September 2021)

#### Risk Assessment

- Review the risk assessment and obtain policy, procedures, and background information over the following areas:
  - Cash and Cash Equivalents
  - Accounts Receivable
  - Intergovernmental Receivables
  - Due from Other Governments
  - Due from Component Unit
  - Real Estate
  - Investing
  - Internal Balances
  - Prepaid Items
  - Capital Assets
  - Accounts Payable – P-Cards
  - Direct Placement Bonds Payable
  - Bonds Payable, short-term and long-term
  - Intergovernmental Payables, short-term and long-term
  - Note Payable
  - Dunwoody not for profits
  - Information Technology General Controls
- Review multi-year risk-based internal audit schedule

#### Internal Audit Visit Planning (**September 2021**)

- Develop and provide request list of evidence needed
- Be available for questions on requested items
- Confirm on-site dates and target deadlines
- Confirm request items are provided/available

#### Internal Audit Fieldwork and Reporting (**Quarterly based on Risk Assessment**)

- Review relevant evidence
- Provide real-time updates on any recommendations
- Deliver recommendations for strengthening internal controls and best practices
- Report findings to management and Audit Committee
- Ongoing communication with management and Audit Committee for changes in scope, risks, and needs of the City.

Based on feedback in the question & answers, we provide the following initial quarterly schedules which will be modified based on risk assessment.

- **September – December 2021 – Information Technology Security and Control Review**
- July 1, 2022 – March 2022 – Dunwoody Not for Profits and other areas
- April 2022 – June 2022 – P-Cards & Fuel Cards and other areas

As part of our overall reporting to the Audit Committee, we allocate time in each engagement to attend Audit Committee meetings either in person or by video conference, as requested. We believe attendance at these meetings allows us to better serve as a key member of your risk management team

## References

**Atlanta Regional Commission**

Kelly Smith

Atlanta, Georgia

(470) 378-1497

**City of Marietta, Georgia**

Beth Keller

Marietta, Georgia

(770) 794-5548

**District 4 Public Health: Troup County**

Teresa McDaniel

LaGrange, Georgia

(706) 298-7731

**City of Smyrna**

Kristin Robinson

Smyrna, Georgia

(678) 631-5319

**City of Acworth**

Lindy Tisdell

Acworth, Georgia

(678) 801-4018

## Appendix A - Resumes

**Michael F. Johnston**

Position: Partner – Financial Institutions Group

Certifications: Certified Public Accountant, License # CPA012168  
Certified Internal Auditor  
Certified Consumer Compliance Professional

Education: BBA in Accounting, Georgia Southern University

## Range of experience:

30+ years of experience in public accounting and financial services industry, serving clients in the banking, consumer finance, mortgage banking, and trust administration industries.

## Representative Projects:

- 30+ years performing financial statement audits for governmental organizations
- 30+ years performing risk advisory – internal audit and consulting services for governmental organizations
- Internal control attestation and SOX 404 attestation engagements
- Development and implementation of Compliance Management System

## Professional and business affiliations:

The Institute of Internal Auditors - Member  
American Institute of Certified Public Accountants – Member  
Georgia Society of Certified Public Accountants - Member  
NAFA – Consumer Compliance - Member  
Georgia Bankers Association – Member  
Community Bankers Association of Georgia - Member

## Continuing education:

All requirements satisfied for certifications held

E-mail: [mjohnston@nicholscauley.com](mailto:mjohnston@nicholscauley.com)

**Timothy R. Veal**

Position: Partner

Certifications: Certified Public Accountant, License # CPA012453  
 Certified Information Technology Professional  
 Certified Information Systems Auditor, Certification # 427963  
 Certified Internal Auditor  
 Certification in Risk Management Assurance  
 Chartered Global Management Accountant  
 Certified Regulatory Compliance Manager

Education: BBA in Accounting, University of Georgia, Athens, Georgia

Range of experience:  
 25+ years of experience in public accounting industry performing various information technology and operational engagements

## Representative Projects:

- 15+ years in performing Information Technology (IT) General Controls Reviews
- 25+ years performing financial statement audits
- 25+ years performing internal audit and consulting services
- Performed SOX Consulting and SOX Attestation projects
- Numerous speaking engagements in Georgia pertaining to IT, Internal Audit, Controls, Compliance, Security and Director Training

## Professional and business history:

Nichols, Cauley & Associates, LLC, 1988 to present

## Professional and business affiliations:

The Institute of Internal Auditors - Member  
 Information Systems Audit and Control Association (ISACA) – Member  
 American Institute of Certified Public Accountants – Member  
 Georgia Society of Certified Public Accountants - Member  
 American Bankers Association - Member  
 Georgia Bankers Association - Member

## Continuing education:

All requirements satisfied for certifications held

E-mail: [tveal@nicholscauley.com](mailto:tveal@nicholscauley.com)

**Gregory M. Chapman**

Position: Partner

Certifications: Certified Public Accountant, License # CPA027337  
 Certified Internal Auditor  
 Certified Information Systems Auditor, Certification # 14117574

Education: MAcc, Georgia College & State University, Milledgeville, Georgia;  
 BBA in Accounting, Georgia College & State University, Milledgeville, Georgia.

Range of experience:

A diverse background of risk management and consulting for financial institutions and governmental audits, internal control development, evaluation and other procedures, as well as financial institution auditing, accounting and consulting for the past 11 years.

Respective Projects:

- Engagement Partner or Review Partner on audits of governmental entities, nonprofit entities, and financial institutions
- Assistant, In-charge, Manager and Partner on consulting projects for the past 11+ years.

Professional and business history:

Nichols, Cauley & Associates LLC, Certified Public Accountants, 2006 to present;  
 Private company, 1997 to 2005.

Professional and business affiliations:

Georgia Society of Certified Public Accountants, Inc. – Member;  
 American Institute of Certified Public Accountants – Member;  
 The Institute of Internal Auditors – Member;  
 Information Systems Audit and Control Association (ISACA) – Member.

Continuing education:

All requirements satisfied for certifications held

E-mail: [gchapman@nicholscauley.com](mailto:gchapman@nicholscauley.com)



**Creighton L. Cummings**

Position: Manager

Certifications: Certified Public Accountant, License # CPA0330990  
Certified Internal Auditor

Education: B.B.A., Accounting, Georgia Southern University, Statesboro, Georgia

Range of experience:

A diverse background in consulting, auditing and accounting for the past nine years focusing on process consulting and global risk management implementation across various industries. Creighton has extensive experience in planning and delivering services for the Firm's clients.

Representative Projects:

- Developed and implemented global risk assessment model for use with risk management engagements within the firm;
- Works with client management to develop internal control testing plan for use by external auditors;
- Consults with management and directors to develop risk management and internal audit plans;
- Serves as manager on risk management and internal audit engagements;
- Manager and engagement lead for financial statement audits across multiple industries.

Professional and business history:

Nichols, Cauley & Associates, LLC, 2011 to present

Professional and business affiliations:

American Institute of Certified Public Accountants – Member  
Institute of internal Auditors - Member

E-mail: [ccummings@nicholscauley.com](mailto:ccummings@nicholscauley.com)

## Appendix B – Peer Review

**Peer Review Program**

Administered by the National Peer Review Committee

American Institute of CPAs  
220 Leigh Farm Road  
Durham, NC 27707-8110

June 04, 2020

Marlan Nichols  
Nichols, Cauley & Associates, LLC  
400 Corder Rd Ste A  
Warner Robins, GA 31088-7166

Dear Marlan Nichols:

It is my pleasure to notify you that on June 03, 2020, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Fawley".

Michael Fawley  
Chair, National PRC  
nprc@aicpa.org  
+1.919.402.4502

cc: Jonathon Eade, Calvin Brantley

Firm Number: 900010093292

Review Number: 572103

---

T: 1.919.402.4502 | F: 1.919.402.4876 | [nprc@aicpa.org](mailto:nprc@aicpa.org)



*Jones, Nale & Mattingly PLC*

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of  
Nichols, Cauley & Associates, LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Nichols, Cauley & Associates, LLC (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA and examinations of service organizations (SOC 1 and SOC 2 engagements).

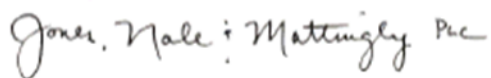
As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Certified Public Accountants and Advisors

642 South Fourth Street, Suite 300 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589-1680 [www.jnmcpa.com](http://www.jnmcpa.com)

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Nichols, Cauley & Associates, LLC in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Nichols, Cauley & Associates, LLC has received a peer review rating of *pass*.



Louisville, Kentucky

February 4, 2020

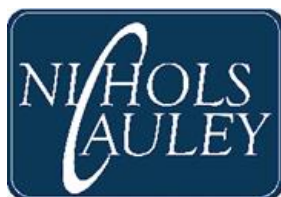
*Jones, Male & Mattingly PLC*

## Appendix C – PCAOB Report

The most recent inspection of Nichols, Cauley & Associates, LLC by the Public Company Accounting Oversight Board (“PCAOB” or “the Board”) was performed in 2017.

A copy of the most recent report is made available online at the following address:

<https://pcaobus.org/Inspections/Reports/Pages/default.aspx>



THANK YOU!

We look forward to hearing from you!

Nichols, Cauley & Associates, LLC  
1300 Bellevue Avenue  
Dublin, Georgia 31021



NCA Dublin: 478-275-1163  
Toll Free: 800-823-0117

Tim Veal: 478-290-5036

NCA Dublin: [dublin@nicholscauley.com](mailto:dublin@nicholscauley.com)  
Tim Veal: [tveal@nicholscauley.com](mailto:tveal@nicholscauley.com)



## INTERNAL AUDIT SERVICES – RF – 21-09

Submitted to:  
Purchasing Department  
City of Dunwoody



## NICHOLS, CAULEY & ASSOCIATES, LLC

3550 Engineering Drive, Suite 250  
 Peachtree Corners, Georgia 30092  
 404-214-1301 FAX 404-214-1302  
[atlanta@nicholscauley.com](mailto:atlanta@nicholscauley.com)

City of Dunwoody  
 Office of Purchasing  
 4800 Ashford Dunwoody Rd, NE  
 Dunwoody, GA 30338

**RE: RFP – 21-09**  
**Internal Audit Services**  
**Fee Proposal**

The following is our schedule of our estimate of annual fees:

|  |                        |
|--|------------------------|
| September 2021 (Familiarity with City Policy and Procedures) | No Charge              |
| September 2021 (Report to Audit Committee)                   | \$7,200                |
| July 1 to March 31, 2022 (Report to Audit Committee)         | \$7,200                |
| April 1, 2022 to June 30, 2022                               | \$7,200                |
| July 1, 2022 to September 30, 2022                           | <u>\$7,200</u>         |
|  | <b><u>\$28,800</u></b> |

We have included, following this letter, a sample rotational internal audit schedule based on auditing similar institutions.

For special projects and risk services, our daily commitment per internal auditor is **\$1,300** per day, which is flexible and can be utilized at the discretion of the Mayor, Council and/or Audit Committee.

In our Technical Proposal you will find additional information regarding the firm, our approach, our skills, our certifications, and our team. If you have any questions, please do not hesitate to contact us because we believe "communication" is paramount in everything we do.

Michael Johnston  
 Engagement Partner  
 678-967-9873  
 3550 Engineering Drive #250  
 Peachtree Corners, GA 30092  
[mjohnston@nicholscauley.com](mailto:mjohnston@nicholscauley.com)

Timothy Veal  
 Engagement Review Partner  
 478-290-5036  
 3550 Engineering Drive #250  
 Peachtree Corners, GA 30092  
[tveal@nicholscauley.com](mailto:tveal@nicholscauley.com)

We appreciate this opportunity and we are sure the relationship will be mutually beneficial.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy R. Veal", is shown within a rectangular box.

Timothy R. Veal, CPA, CITP, CIA, CISA, CRMA, CFP®, CRCM



## Sample Scope and Fees

We have developed the following sample summary of our estimated fees based on an anticipated scope. Based on the results of your risk assessments or changes in the City's size or complexity, the proposed scope and fees may be altered based on the additional time required and additional risks.

| Area   | <u>9/1/2021 -<br/>12/31/2021</u> | <u>1/1/2022 to<br/>12/31/2022</u> | <u>1/1/2023 -<br/>12/31/2023</u> |
|--|----------------------------------|-----------------------------------|----------------------------------|
| Cash and Cash Equivalents                            |                                  | X                                 | X                                |
| Accounts Receivable                                  |                                  | X                                 | X                                |
| Intergovernmental Receivables                        |                                  | X                                 |                                  |
| Due from Other Governments                           |                                  | X                                 |                                  |
| Due from Component Unit                              |                                  | X                                 |                                  |
| Procurement  |                                  | X                                 | X                                |
| Investing  |                                  |                                   | X                                |
| Internal Balances                                    |                                  |                                   | X                                |
| Purchasing Cards                                     |                                  | X                                 | X                                |
| Capital Assets                                       |                                  | X                                 |                                  |
| Accounts Payable                                     |                                  | X                                 | X                                |
| Direct Placement Bonds Payable                       |                                  |                                   | X                                |
| Bonds Payable, short-term and long-term              |                                  |                                   | X                                |
| Intergovernmental Payables, short-term and long-term |                                  | X                                 |                                  |
| Note Payable   |                                  |                                   | X                                |
| Dunwoody Not for Profit                              |                                  | X                                 |                                  |
| Information Technology General Controls              | X                                | X                                 |                                  |
| <b>Internal Audit</b>                                | <b>\$ <u>7,200</u></b>           | <b>\$ <u>28,200</u></b>           | <b>\$ <u>28,200</u></b>          |

\*This includes updating risk assessment with the supervising auditor to determine scope changes for upcoming audit.

Our procedures are built based on the latest internal risk assessment prepared with management. Under each process or audit area a determination of subprocesses or controls are determined to prepare the audit budget for the upcoming year. Our procedures can change as management and/or the audit committee identifies additional areas of risk. We will revise our proposal based on changes per management and the audit committee.

Out of pocket costs will not exceed 10% of the above fee.



THANK YOU!

We look forward to hearing from you!

Nichols, Cauley & Associates, LLC  
1300 Bellevue Avenue  
Dublin, Georgia 31021



NCA Dublin: 478-275-1163  
Toll Free: 800-823-0117

Tim Veal: 478-290-5036

NCA Dublin: [dublin@nicholscauley.com](mailto:dublin@nicholscauley.com)  
Tim Veal: [tveal@nicholscauley.com](mailto:tveal@nicholscauley.com)

**NICHOLS, CAULEY & ASSOCIATES, LLC**

135 Brandywine Blvd, Suite A  
Fayetteville, Georgia 30214  
770-461-1115 FAX 770-461-7709  
fayetteville@nicholscauley.com

September 30, 2021

To the City of Dunwoody, Georgia:

RE: Request for Proposal – RFP 21-09  
Internal Auditor Services

We appreciate the opportunity to provide our proposal for Internal Auditor Services to the City of Dunwoody, Georgia (the City).

We understand it is the expectation of the City to have selected Internal Auditor Services performed on a quarterly basis.

Our price for the internal auditor services with respect to the four quarterly internal audits following the services engagement effective date for RFP 21-09 would not exceed an annual total of \$15,000.00.

Should the City desire to evaluate a risk area that is that is outside our quarterly estimated time provision, we will provide the City with a time and fee estimate of evaluating the risk area prior to proceeding with the audit procedures and evaluation.

Sincerely,

*Nichols, Cauley & Associates, LLC*

***Nichols, Cauley & Associates, LLC***

Michael F. Johnston, CPA, CIA  
Partner

**EXHIBIT "C"****CERTIFICATION OF SPONSOR****DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is

\_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

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

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

**EXHIBIT D****INSURANCE REQUIREMENTS**

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with

liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

## *Affidavit Verifying Status*

### *For City Public Benefit Application*

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from \_\_\_\_\_ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**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 the City of Dunwoody 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

CITY OF DUNWOODY  
\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ 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 \_\_\_\_\_, 202\_\_.

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

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



**RFP 21-09 Internal Audit Services - City of Dunwoody**

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process.

**1 Mandatory Elements (Maximum Points - 25)**

- a The audit firm is independent and licensed to practice in Georgia
- b The firm has no conflict of interest with regard to any other work performed by the firm for the City of Dunwoody
- c The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

**MAXIMUM POINTS FOR THIS SECTION 25**

|     |
|-----|
| 20  |
| 54  |
| 38  |
| 112 |

|     |
|-----|
| 53  |
| 64  |
| 41  |
| 158 |

|     |
|-----|
| 53  |
| 54  |
| 48  |
| 155 |

**2 Technical Qualifications (Maximum Points - 50)**

- a Expertise and Experience and knowledge of internal auditing
  - (1) The firm's past experience and performance on comparable government engagements
  - (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- b Audit Approach
  - (1) Adequacy of proposed staffing plan for various segments of the engagement
  - (2) Adequacy of sampling approach
  - (3) Adequacy of analytical procedures

**MAXIMUM POINTS FOR THIS SECTION 50**

|    |
|----|
| 31 |
| 46 |
| 77 |

|     |
|-----|
| 64  |
| 63  |
| 127 |

|     |
|-----|
| 56  |
| 64  |
| 120 |

|     |
|-----|
| 52  |
| 39  |
| 42  |
| 210 |

|     |
|-----|
| 65  |
| 52  |
| 56  |
| 300 |

|     |
|-----|
| 63  |
| 48  |
| 55  |
| 286 |

**3 Price (Maximum Points - 25)**

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF THE INTERNAL AUDITOR

**MAXIMUM POINTS FOR THIS SECTION 25**

|     |
|-----|
| 322 |
|-----|

|     |
|-----|
| 458 |
|-----|

|     |
|-----|
| 441 |
|-----|

**NICHOLS, CAULEY & ASSOCIATES, LLC**

135 Brandywine Blvd, Suite A  
Fayetteville, Georgia 30214  
770-461-1115 FAX 770-461-7709  
fayetteville@nicholscauley.com

September 30, 2021

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Sincerely,

*Nichols, Cauley & Associates, LLC*

***Nichols, Cauley & Associates, LLC***

Michael F. Johnston, CPA, CIA  
Partner