



Ninth District Opportunity, Inc.

Request for Proposal for Audit Services

***November 15, 2024***

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## General Information

### A. Purpose

This Request for Proposal (RFP) is to contract for:

1. A financial and compliance audit (including preparation of form 990) for the year ending September 30, 2025.
2. A 403(b) retirement plan audit (including preparation of form 5500) for the year ending December 31, 2024.
3. Auditing services are expected to be held on-site. Virtual audit proposals will not be accepted.

The proposal includes options for renewal.

### B. Who May Respond

Only licensed certified public accountants may respond to this RFP.

### C. Bidder's Conference

No Bidder's Conference will be held.

### D. Instructions on Proposal Submission

1. Closing Submission Date: Proposals must be submitted no later than 4:00 p.m. on January 31, 2025.
2. Inquiries: Inquiries concerning this RFP should be directed to [linda.highsmith@ndo.org](mailto:linda.highsmith@ndo.org)
3. Conditions of Proposal: All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Ninth District Opportunity, Inc.
4. Instructions to Prospective Contractors:

Your proposal should be addressed as follows:

Kay Laws  
Executive Director  
Ninth District Opportunity, Inc.  
PO Drawer L  
Gainesville, GA 30503

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Sealed Proposal  
Request for Proposal  
For Audit Services

Failure to do so may result in premature disclosure of your proposal.

It is the responsibility of the Offeror to ensure that the proposal is received by Ninth District Opportunity, Inc. by the date and time specified above.

Late proposals will not be considered.

5. Right to Reject: Ninth District Opportunity, Inc. reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based on the factors described in this RFP.
6. Small and/or Minority-Owned Businesses: Efforts will be made by Ninth District Opportunity, Inc. to utilize small businesses and minority-owned businesses. An Offeror qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).
7. Presentations: At the discretion of Ninth District Opportunity, Inc. Offerors submitting proposals may be requested to make oral presentations as part of the evaluation process. Presentations may be delivered in person or via teleconference. Reasonable advance notice will be provided to selected Offerors. Not all Offerors submitting a proposal will be asked to participate in oral presentations.
9. Notification of Award:
  - a. It is expected that a decision about selection of the successful audit firm will be made no later than March 28, 2025.
  - b. Upon conclusion of final negotiations with the successful audit firm, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful audit firm.

**E. Description of Entity and Records to Be Audited-**

Ninth District Opportunity, Inc. (NDO) is a nonprofit organization that serves twenty-five counties in Georgia. Ninth District Opportunity, Inc. is a private, nonprofit corporation and has been determined to be exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a twelve-member volunteer board of directors. Administrative offices and all records are located at 308 Spring St. SE, Gainesville, GA 30501. Other offices are located throughout the Northeast Georgia area. We currently have 523 total employees.

- a. There is one set of books maintained via a partly automated accounting system using Sage 100. The organization has 5 bank accounts. Approximately 10,000 checks were cut during the 2024 fiscal year from

these bank accounts. Transactions for these accounts are automatically brought into Sage 100 via a bank feed but they are manually reconciled by the organization's accounting department. Fixed asset and depreciation schedule is maintained by the auditor.

- b. Records to be provided after offeror selection is made:
  - i. general ledger
  - ii. general journal
  - iii. account reconciliations
  - iv. accounts receivable
  - v. accounts payable
  - vi. fixed assets schedule
  - vii. deferred revenue
- c. Our Finance Director has over 30 years' experience in her position. The finance staff consist of a Comptroller, Accounts Payable Specialist, Payroll Specialist, Accounts Payable Assistant (2), and Payroll Assistant (2).
- d. Our 403(b) plan is a defined contribution plan covering all regular employees. Employees are eligible to participate upon hire with the Agency contributing a match up to 5% after the employee has worked 1,000 hours in the 12 month period following the hire date or any subsequent plan year. Entry date for match is determined on a semi-annual basis.

## **F. Options**

At the discretion of Ninth District Opportunity, Inc., this audit contract can be extended for four additional one-year periods. The cost for the option periods will be agreed on by Ninth District Opportunity, Inc. and the Offeror. It is anticipated that the cost for the optional years will be based on the same approximate cost per thousand dollars of audited expenditures as the contract for the initial year.

## **Specification Schedule**

### **A. Scope of a Financial and Compliance Audit**

The purpose of this RFP is to obtain the services of a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of a state or other political subdivision of the United States, hereinafter referred to as the "Offeror," to perform a financial and compliance audit of Ninth District Opportunity, Inc. and to perform an audit of the 403(b) retirement plan for Ninth District Opportunity, Inc.

**B. Description of Programs/Contracts/Grants & Retirement Plan**

<b>Program Name</b>	<b>Funding Source</b>	<b>Projected Funding</b>
Head Start	DHHS	\$ 22,610,090
Early Head Start	DHHS	\$ 3,460,748
HS/EHS Non-Federal	DHHS	\$ 10,723,922
Child & Adult Food Care	GA Bright from the Start	\$ 1,729,437
GA Pre-Kindergarten	GA Lottery	\$ 5,688,745
Community Services Block Grant	Georgia Department of Human Services	\$ 1,632,275.83
Energy Assistance Program	Georgia Department of Human Services	\$ 8,954,759
Emergency Solutions Grant	Georgia Department of Community Affairs	\$ 357,500
CSBG Non-Federal Funds	Local Gov., Individuals, & Private Organizations	\$ 134,444
Emergency Food & Shelter Program	Department of Homeland Security	\$ 156,174
Weatherization Assistance	Georgia Environmental Finance Authority	\$ 1,272,736
Low Income Home Energy Assistance	Georgia Environmental Finance Authority	\$ 962,519

Ninth District Opportunity, Inc. maintains a 403(b) plan for employees, with a year-end date of December 31. The plan has roughly 289 participants and Ninth District Opportunity, Inc. contributed \$433,369.17 in employer contributions for the year end September 30, 2024.

**C. Performance**

Ninth District Opportunity, Inc.'s records should be audited through September 30, 2025 and Ninth District Opportunity, Inc.'s 403(b) retirement plan should be audited through December 31, 2024.

The Offeror is required to prepare audit reports in accordance with *Government Auditing Standards issued by the American Institute of Certified Public Accountants* and in accordance with the provisions of the Single Audit guidelines under *OMB Uniform Guidance Subpart F*.

**D. Delivery Schedule**

The Offeror is to transmit two copies of the draft audit report to Ninth District Opportunity Inc.'s Executive Director. The draft audit report is due on *January 15, 2026*.

The Offeror shall deliver twelve final audit reports to Ninth District Opportunity, Inc.'s Board of Directors no later than *February 15, 2021*.

Reports may be submitted earlier than the schedule above. However, if the Offeror fails to make delivery of the audit reports within the time schedule specified herein, or if the Offeror delivers audit reports that do not conform to all of the provisions of this contract, Ninth District Opportunity, Inc. may, by written notice of default to the Offeror, terminate the whole or any part of this contract. Under certain extenuating circumstances, the contracting agent may extend this schedule upon written request of the Offeror with sufficient justification.

#### **E. Price**

**The Offeror's proposed price should be submitted separately.** Specifically, include a not-to-exceed total fee, a fee per service (audit services, tax services, etc.), and average hourly billing rates by position. Include whatever guarantees can be given regarding increases in future years. Any out-of-pocket expenses should also be indicated.

**The pricing information should be in a separate, sealed envelope.**

#### **F. Payment**

Payment will be made when Ninth District Opportunity, Inc. has determined that the total work effort has been satisfactorily completed. Should Ninth District Opportunity, Inc. reject a report, Ninth District Opportunity, Inc.'s authorized representative will notify the Offeror in writing of such rejection, giving the reason(s). The right to reject a report shall extend throughout the term of this contract and for 90 days after the Offeror submits the final invoice for payment.

Progress payments will be allowed to the extent that Ninth District Opportunity, Inc. can determine satisfactory progress is being made.

Upon delivery of the final reports to Ninth District Opportunity, Inc. and their acceptance and approval, the Offeror may submit a bill for the balance due on the contract for the audit.

#### **G. Audit Review**

All audit reports prepared under this contract will be reviewed by Ninth District Opportunity, Inc. and its funding sources to ensure compliance with the General Accounting Office's (GAO) *Government Auditing Standards* and other appropriate audit guides.

#### **H. Exit Conference**

An exit conference with Ninth District Opportunity, Inc.'s representatives and the Offeror's representatives will be held at the conclusion of the fieldwork. Observations and recommendations must be summarized in writing and discussed with Ninth District Opportunity, Inc. It should include internal control and program compliance observations and recommendations.

#### **I. Workpapers**

1. Upon request, the Offeror will provide a copy of the workpapers pertaining to any questioned costs determined in the audit. The workpapers must be concise and



- provide the basis for the questioned costs as well as an analysis of the problem.
2. The workpapers will be retained for at least three years from the end of the audit period.
  3. The workpapers will be available for examination by authorized representatives of the cognizant federal or state audit agency, the GAO, and Ninth District Opportunity, Inc.

## **J. Confidentiality**

The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to Ninth District Opportunity, Inc. the Offeror agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need to know" basis.

The Offeror agrees to immediately notify, in writing, Ninth District Opportunity's authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

## **K. AICPA Professional Standards**

The AICPA Professional Standards state:

Ethics Interpretation 501-3 – Failure to follow standards and/or procedures or other requirements in governmental audits.

Engagements for audits of government grants, government units or other recipients of government monies typically require that such audits be in compliance with government auditing standards, guides procedures, statutes, rules and regulations, in addition to generally accepted auditing standards. If a member has accepted such an engagement and undertakes an obligation to follow specified government auditing standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards, he is obligated to follow such requirements.

Failure to do so is an act discreditable to the profession in violation of Rule 501, unless the member discloses in his report the fact that such requirements were not followed and the reasons therefor.

## Technical Qualifications

The Offeror, in its proposal, shall, as a minimum, include the following:

### **A. Prior Auditing Experience**

It is expected the firm will have a deep understanding of grant funded operations and know the requirements of the OMB circulars that govern federal dollars. The Offeror should describe its prior auditing experience, including the names, addresses, contact persons, and telephone numbers of three prior organizations audited that are most similar to NDO. Experience should include the following categories:

1. Prior experience auditing Community Action Agencies, specifically identifying your experience with programs (Head Start, CSBG, LIHEAP, etc.) NDO provides.
2. Prior experience auditing nonprofit organizations.
3. Prior experience auditing similar programs funded by Georgia.
4. Prior experience auditing programs financed by the Federal Government.

### **B. Value-Added Services Beyond the Audit**

The Offeror should include an explanation of other services that can and have been provided to organizations similar to Ninth District Opportunity, Inc. Value-added services provide efficiencies and improved compliance that contribute to the continued success of Ninth District Opportunity, Inc. Value-added services can include consulting and training services as well as industry-specific products.

### **C. Organization, Size, and Structure**

The Offeror should describe its organization, size (in relation to audits to be performed), and structure. Description should include:

1. Size of the Offeror, including number of employees and physical site locations.
2. Explanation of independence.
3. Any conflicts of interest that exist.
4. Results of peer review and related letter of comment (include a copy).
5. Explanation if the Offeror is a small or minority-owned business or women's business enterprise.

### **D. Staff Qualifications**

The Offeror should describe the qualifications of staff to be assigned to the audits. Descriptions should include:

1. Audit team makeup.
2. Overall supervision to be exercised.
3. Prior experience of the individual audit team members. Include résumés of only the staff to be assigned to the audits. Include education, position in firm, years with the firm, industry-specific experience, and training on the recent Uniform Guidance.

## **E. Audit Approach to the Engagement**

The Offeror should describe its approach of the work to be performed, including audit procedures, estimated hours, use of technology, the communication process used by the firm to discuss issues with management and other pertinent information.

## **F. Certifications**

The Offeror must sign and include, as an attachment to its proposal, the Certifications enclosed with this RFP. The publications listed in the Certifications will not be provided to potential Offerors by Ninth District Opportunity, Inc. because Ninth District Opportunity, Inc. desires to contract only with an Offeror who is already familiar with these publications.

## **Proposal Evaluation**

### **A. Submission of Proposals**

All proposals shall include three copies of the Offeror's technical qualifications, three copies of the pricing information (in a separate, sealed envelope), and three copies of the signed Certifications. These documents will become part of the contract.

### **B. Nonresponsive Proposals**

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received in a timely manner in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include the Certifications.
4. The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the *Government Auditing Standards* of the U.S. Comptroller General.

### **C. Proposal Evaluation**

NDO will evaluate proposals on a qualitative basis. This includes our review of the firm's peer review report and related materials. A sub-committee of the Board will make a final selection and forward to the full Board of Directors for final approval. Evaluation of each proposal will be scored on the following six factors. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states, "The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference."

1. Prior audit experience	Point Range
a. Prior experience auditing Community Action Agencies .....	0 – 15
b. Prior experience auditing similar programs funded..... by Federal or State programs.	0 – 10
c. Prior experience auditing nonprofit organizations .....	0 – 5

Ninth District Opportunity, Inc. will contact prior audited organizations to verify the experience provided by the Offeror.

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2. Value-Added Services Beyond the Audit.....	0 – 5
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3. Organization, size, and structure of Offeror’s firm (consider size in relation to audits to be performed)

- |   |       |
|---|-------|
| a. Adequate size of the firm .....                                | 0 – 2 |
| b. Proper independence.....                                       | 0 – 2 |
| c. No conflicts of interest.....                                  | 0 – 2 |
| d. Results of peer review .....                                   | 0 – 2 |
| e. Minority-owned/small business/women’s business enterprise..... | 0 – 2 |
- 

4. Qualifications of staff to be assigned to the audits to be performed. This will be determined from résumés submitted. Include education, position in firm, and years and types of experience.

- |  |        |
|--|--------|
| a. Prior experience of the individual audit team members ..... | 0 – 15 |
| b. Overall supervision to be exercised .....                   | 0 – 5  |
- 

5. Offeror’s audit approach to the engagement

- |  |        |
|--|--------|
| a. Adequate coverage.....                            | 0 – 10 |
| b. Realistic time estimates of each audit step ..... | 0 – 5  |
- 

6. Price .....	0 – 20
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Maximum Points ..... 100

#### **D. Review Process**

In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, Ninth District Opportunity, Inc. has conducted this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

Ninth District Opportunity, Inc. may, at its discretion, request presentations by or meetings with any or all Offerors to clarify or negotiate modifications to the Offerors' proposals.

However, Ninth District Opportunity, Inc. reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

Ninth District Opportunity, Inc. contemplates award of the contract to the responsible Offeror with the highest total points.

## Certifications

On behalf of the Offeror:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
2. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
3. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
5. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.
6. The individual signing certifies that the Offeror is a properly licensed certified public accountant or a public accountant licensed on or before 2007.
7. The individual signing certifies that the Offeror meets the independence standards of the *Government Auditing Standards*.
8. The individual signing certifies that he/she is aware of and will comply with the GAO's continuing education requirement of 80 hours of continuing education every two years and that 24 hours of the 80 hours of education will be in subjects directly related to the government environment and to government auditing for individuals.
9. The individual signing certifies that he/she is aware of and will comply with the GAO requirement of an external quality control (peer) review at least once every three years.
10. The individual signing certifies that he/she has read and understands the following publications relative to the proposed audits:
  - a. *Government Auditing Standards* (Yellow Book)
  - b. *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance")
  - c. *Audits of Not-for-Profit Entities* (AICPA Audit Guide)
  - d. *Audits of State and Local Governments* (AICPA Audit Guide)
11. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the information on the programs/grants/contracts to be audited.

12. The individual signing certifies that the Offeror, and any individuals to be assigned to the audit, does not have a record of substandard audit work and has not been debarred or suspended from doing work with any federal, state, or local government. If the Offeror or any individual to be assigned to the audits has been found in violation of any state or AICPA professional standards, this information must be disclosed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Offeror's Firm Name)

\_\_\_\_\_  
(Signature of Offeror's Representative)

\_\_\_\_\_  
(Printed Name and Title of Individual Signing)