



**STATE OF GEORGIA**

**GEORGIA HOUSING FINANCE AUTHORITY**

**GEORGIA HOUSING FINANCE AUTHORITY AFFORDABLE HOUSING, INC.**

**GEORGIA HOUSING FINANCE AUTHORITY ECONOMIC DEVELOPMENT FINANCING, INC.**

**REQUEST FOR PROPOSALS**

**For  
AUDIT SERVICES**

**RFP Number: 12013AUD**

For all questions about this RFP,  
Contact the Issuing Officer  
Identified in Section 1.7

**RELEASED ON:  
January 15, 2013**

**DUE ON:  
February 22, 2013  
1:00 PM EST**

## 1. Introduction

### 1.1. Purpose of Procurement

The Georgia Housing Finance Authority is seeking proposals from highly qualified Certified Public Accounting firms (hereinafter Offerors) to perform financial and compliance audits for the Georgia Housing Finance Authority (hereinafter GHFA or Authority), the Georgia Housing Finance Authority Affordable Housing, Inc. (hereinafter AHI) and the Georgia Housing Finance Authority Economic Development Financing, Inc. (hereinafter EDI).

### 1.2. General Information

The Authority was created in 1991 pursuant to the Georgia Housing and Finance Authority Act, Official Code of Georgia Annotated Section 50-26-1 et seq. (Act) as a body corporate and politic and is deemed an instrumentality of the State of Georgia and a public corporation performing an essential governmental function. The Authority was created to replace the Georgia Residential Finance Authority and to assume all operations, rights, powers, duties, obligations and liabilities of the Georgia Residential Finance Authority, which was created in 1974. Under the Act, the purposes of the Authority, among others, are the provision of public financing and financial assistance for (i) work designed or financed for the primary purpose of providing safe, decent, energy efficient, appropriate and affordable dwelling accommodations for persons and families of low or moderate income and (ii) the financing of mortgage loans made for the purposes described in clause (i) or participations therein and the underwriting, servicing and administration of mortgage loans made for the purposes described in clause (i) or participations therein.

The Authority has the power, among others, to purchase notes evidencing loans which are secured by mortgages, to make loans, to acquire and contract to acquire mortgages, to service mortgages and to make and execute contracts for the servicing of mortgages made or acquired by the Authority, to borrow money and to issue notes, bonds and other obligations subject to the approval of the Georgia State Financing and Investment Commission, and to do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted to the Authority by the Act.

The Act provides, *inter alia*, as follows: (a) for administrative purposes only, the Authority is assigned to the Georgia Department of Community Affairs (DCA), which is a legislatively created executive branch department of the State government (described hereinafter), (b) the members of the Authority's Board are the same persons who comprise the State's Board of Community Affairs, who are appointed by the Governor as described hereinafter, (c) at each July meeting, the Authority will elect from its membership a chair, a vice chair, a secretary and such other officers as it may determine, each for a one year term, which officers may not serve consecutive terms, (d) except for the authorization of the issuance of bonds, the Authority may delegate to its Executive Director such powers and duties as it may deem proper, (e) the Commissioner of DCA is the Executive Director of the Authority, (f) the Executive Director may appoint such directors, deputies and assistants as may be necessary to manage the operations of the Authority, and may organize the Authority into such divisions, sections or offices as the Executive Director may deem necessary or convenient, (g) the Authority may contract with DCA for professional, technical, clerical and administrative support and for any purpose necessary or incidental to carrying out the duties, responsibilities or functions of the Authority and (h) that no funds or assets of the Authority will be distributed to DCA or any other department, authority or agency of the State unless otherwise provided by law, except that the Authority may pay reasonable compensation for services rendered and may reimburse expenses incurred and except as may be deemed necessary or desirable by the Authority to fulfill its purposes under the Act.

The programs currently administered by the Authority and which are included within the scope of services of the audit include:

- Single-Family Mortgage Revenue Program  
This program accounts for proceeds of single-family mortgage bonds issued to finance the purchase of single-family mortgage loans for eligible persons of low and moderate income within the State of

Georgia. The bonds are repaid from collections of scheduled repayments and prepayments of mortgage loans. As of June 30, 2012, the Authority's bonding capacity was \$1,300,000,000 and outstanding bonds of \$1,022,655,000, outstanding mortgages of \$747,729,429, and an investment portfolio of \$472,392,233.

- **Administrative Activities**  
The administrative activities record the receipt of income not directly pledged to the repayment of specific notes or bonds and the payment of expenses related to the Authority's administrative functions. Included are the maintenance and operation of the Authority's office building and the activities of State Home Mortgage, which provides in-house servicing of Authority financed single-family and multifamily mortgages. As of June 30, 2012, State Home Mortgage was servicing approximately 9,400 single family mortgage loans and approximately 400 multi-family loans.
- **Hospital Financing Authority**  
This Authority was established by the Georgia General Assembly in 1984 for the purpose of providing funds for the purchase of hospital equipment by not-for-profit Georgia hospitals through the issuance of tax-exempt revenue bonds. This Authority's bonding capacity is \$30,000,000, however; all outstanding debt has been retired and the Authority is currently inactive.
- **Federal and State Programs**
  - *Emergency Shelter Grant Program*  
The Authority receives an annual allocation of federal Emergency Shelter Grant Program funds to provide shelter and essential services to eligible homeless individuals and families. The Authority utilizes these federal funds to provide grants to eligible nonprofit and local government providers serving 152 counties.
  - *Shelter Plus Care Program*  
The Authority competes annually for an award of funds under the Shelter Plus Care Program that can provide housing and supportive services on a long-term basis for homeless persons and their families. The federal award of funds may be used for rental assistance by specific project sponsors that, in return, match the federal rental assistance with service funding for the beneficiaries. Upon award of the federal funds to GHFA, the Authority enters into grant agreements with each project sponsor to implement the program. During the fiscal year which ended June 30, 2012, the program provided \$9.8 million in rental assistance to 1,461 units.
  - *HOME Investment Partnership Program*  
The Authority administers the HOME Investment Partnership Program (HOME) for the State. Under the HOME Program, the Authority receives and approves applications for Federal affordable housing funds available under the Federal HOME Program provisions of the 1990 National Affordable Housing Act. The Authority receives Federal grant HOME program proceeds, for the purpose of funding loans and grants to qualified applicants. The Authority is responsible for each HOME loan and grant recipient maintaining compliance with affordability requirements of the HOME program. The HOME loans are to be repaid out of a portion of the borrowers' net cash flow. Any repayments on HOME loans received by the Authority are required to be used to fund additional HOME activities prior to the draw of additional federal funds from the US Treasury. During the fiscal year which ended June 30, 2012, GHFA made HOME loans to applicants totaling \$104,227,043.
  - *Housing Opportunities for Persons with AIDS Program*  
The Authority receives an annual allocation of federal Housing Opportunities for Persons with AIDS Program funds to provide supportive housing and services to persons living with AIDS and related diseases. The Authority utilizes these funds to provide grants within the state's 127 county entitlement jurisdictions to eligible nonprofit organizations whose mission incorporates the provision of housing and supportive services to persons with AIDS and related diseases. During the fiscal year which ended June 30, 2012, the program provided \$1.75 million to seven organizations for rental assistance.
  - *Homelessness Prevention and Rapid Re-Housing Program*  
In fiscal year 2010, the Authority implemented the Homelessness Prevention and Rapid Re-Housing program (HPRP). This program provides financial and other assistance to prevent individuals and

families becoming homeless and help those who are experiencing homelessness to be quickly re-housed and stabilized. The Authority enters into grant agreements with each project sponsor to implement the program. During the fiscal year which ended June 30, 2012, \$3.4 million was disbursed to seven organizations.

- *Tax Credit Assistance Program*

In fiscal year 2010, the Authority implemented the Tax Credit Assistance program (TCAP). This program provides assistance to eligible low-income housing tax credit projects which are subject to the same limitations as required by the State housing credit agency with respect to an award of low-income housing credits under Section 42 of the IRC of 1986. As of June 30, 2012, HUD has awarded \$56,481,680 under the American Recovery and Reinvestment Act of 2009.

- *Neighborhood Stabilization Program*

In fiscal year 2010, the Authority implemented the Neighborhood Stabilization program. This program assists in the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low and moderate income.

- *Tax Credit Exchange Program*

In fiscal year 2010, the Authority implemented the Tax Credit Exchange Program (TCEP) which is administered by the Treasury Department and is designed to help stalled LIHTC programs move forward. This program allows the Authority to exchange up to 40 percent of their 2009 LIHTC allocation for cash grants from the Treasury Department. During the fiscal year which ended June 30, 2012, \$194,985,129 was disbursed to 45 projects.

- *Incentive Loans for Industry*

The Authority administers the Incentive Loans for Industry (ILFI) program, which offers low-cost, medium-term financing to businesses located in Georgia's economically distressed counties as defined by the U.S. Economic Development Administration. ILFI loans may be made to businesses engaged in manufacturing, production, warehousing, or distribution. Loan proceeds may be used for a variety of purposes, including building acquisition or expansion, leasehold improvements, or equipment purchases. The loans can range in size from \$20,000 to a maximum of \$300,000, and cannot exceed 33 percent of the total project costs. Loan terms range from one to ten years with an interest rate fixed at the time of closing at a rate below the prime rate. Job creation and retention is the central focus of the program.

- *Downtown Development Revolving Loan*

The purpose of the Downtown Development Revolving Loan Fund (DD RLF) is to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below-market rate financing to fund capital projects in core historic downtown areas and adjacent historic neighborhoods where DD RLF will spur commercial redevelopment.

- *Regional Economic Business Assistance*

(REBA) is an incentive program that is used to help "close the deal" when companies are considering Georgia and another state or country for their location or expansion. REBA funds may be used to finance various fixed-asset needs of a company including infrastructure, real estate acquisition, construction, or machinery and equipment. A local development authority must be the applicant for a REBA application and the application must be supported by a recommendation letter from a state agency, typically the Georgia Department of Economic Development. The funds for the program are appropriated annually by the Georgia General Assembly. REBA funds may be specified as a grant or a loan, depending upon the letter of recommendation. The recommendation will also authorize the amount of REBA funds available for the project. During the fiscal year which ended June 30, 2012, \$2,674,425 in grants were awarded.

- *Life Sciences Facilities Fund*

Life Sciences Facilities Fund (LSFF) is an incentive program that provides low-cost loan assistance for the purchase of fixed assets to assist with the expansion, retention or relocation of life-science companies targeted by Georgia. The Facilities Fund is intended to be used as an incentive when needed to retain or recruit life-science companies in and to Georgia, or to fill a financing gap that is unmet by the private sector. Funds for the LSFF Program were authorized by the Georgia General

Assembly in fiscal year 2005. As of June 30, 2012, the program had approximately \$1.4 million in loans outstanding.

- *State Home Mortgage*  
State Home Mortgage (SHM) was created by the Authority in 1994 to provide in-house loan servicing capabilities for Authority financed single-family and multifamily mortgage loans. As of June 30, 2012 and 2011, State Home Mortgage was servicing approximately, 9,400 and 8,800 loans, respectively, or 84 percent and 82 percent, respectively, of the Authority's total single-family mortgage loan portfolio, and 400 and 370 multi-family loans respectively.
- *State Housing Trust Fund for the Homeless.*  
The Authority administers this program which provided approximately \$3.7 million in Federal and State funding through 206 programs to providers of shelter and services that assisted an estimated 50,000 individuals.
- *Georgia Housing and Finance Authority Affordable Housing, Inc.(AFI)*  
This entity was organized to promote nonprofit affordable housing. On August 11, 2010, the U.S. Treasury awarded the State of Georgia \$339 Million for The Hardest Hit Fund Program (HHF). The program provides financial assistance primarily in the form of low or no interest loans. As of June 30, 2012, HHF drew down \$29,700,000. A separate audit report is required for this entity.
- *Georgia Housing and Finance Authority Economic Development Financing, Inc. (EDI)*  
This entity was organized to administer the Loans for Rural Industry Program and the State Small Business Credit Initiative (SSBCI). Total assets as of June 30, 2012 were \$15,782,435. A separate audit report is required for this entity.

### 1.3. Audit Requirements

The audits for the GHFA, the AFI, the EDI, the mortgage loan servicing Uniform Single Attestation Program (USAP), bond deal Agreed Upon Procedures (AUP), and all other AUP's, shall be conducted in accordance with Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA) and in accordance with Government Auditing Standards issued by the Comptroller General of the United States, with all applicable Financial Accounting Standards Board (FASB) Statements, Accounting Research Bulletins (ARB's), not in conflict with Governmental Accounting Standards Board (GASB) pronouncements and Accounting Principles Board (APB) Opinions and the Official Code of Georgia Annotated and the State of Georgia, State Accounting Office's Accounting Procedures Manual and Accounting Directives.

**Note: Auditors are reminded that professional standards are constantly changing and it is the auditor's responsibility to ensure that the appropriate standards are followed. The response shall contain a work plan to achieve the objectives below.**

#### 1.3.1. Audit Objectives

**The audits shall be designed to accomplish the following objectives:**

- To determine whether the general purpose financial statements present fairly the financial position and results of financial operations and cash flows in accordance with Generally Accepted Accounting Principles (GAAP) and the supplementary information is fairly presented in all material respects in relation to the financial statements taken as a whole.
- To obtain an understanding on internal control over financial reporting sufficient to plan the audit by performing procedures to understand both the design of controls relevant to an audit of financial statements and whether they have been placed in operation, and assess control risk.
- Follow up on known material findings and recommendations from previous audits.

- To prepare working papers containing sufficient information to enable an experienced auditor, having no previous connection with the audit, to ascertain from them the evidence that supports the auditor's significant conclusions and judgements.
- Complete each audit within mandated timeframes. There are different mandated timeframes for completion of the audits for GHFA, AFI, EDI, USAP, compliance audits, and AUP which are established by contractual agreements and/or by state and federal regulations. It shall be the responsibility of the audit firm selected to ascertain the mandated timeframes and for completing each audit within those timeframes.

### 1.3.2. Reporting and Delivery Requirements

The auditor shall prepare the required audit reports including those required by Generally Accepted Accounting Principles, Office of Management and Budget Circular A-133.

- Standard report on the financial statements: Reference should be made that the Audit was conducted in accordance with generally accepted government auditing standards. The report on the financial statements should either (1) describe the scope of the auditors' testing on compliance with laws and regulations and internal controls and present the results of those tests or (2) refer to separate reports containing that information.
- Report on Internal Controls: Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards. The report should describe the scope of the auditor's testing of compliance with laws and regulations and present the results of those tests. The report should also describe the scope of the auditor's testing of internal control and present the results of those tests. Also, separate identification and written communication of all reportable conditions, including those reportable conditions that are individually or cumulatively materially weak, is required.
- Electronic copies of the above reports are required.
- A written management letter containing matters not included in the auditor's report on compliance and on internal control over financial reporting shall be prepared and presented to the Executive Director of GHFA, AFI, and EDI at the conclusion of each audit. This letter shall address all exceptions in accounting practices, immaterial instances of noncompliance with laws and regulations, and deficiencies in the internal control that are not reportable conditions as defined in American Institute of Certified Public Accountants Codification of Statements on Auditing Standards, Section AU 325. Such immaterial instances of noncompliance and deficiencies in internal control that are not reportable conditions should be referred to in the report on compliance and on internal control over financial reporting. It is important to note that all audit findings required to be reported under OMB Circular A-133 must be included in the schedule of findings and questioned costs; a separate letter may not be used to communicate such matters to top management in lieu of reporting them as audit findings in accordance with OMB Circular A-133. The auditor must offer recommendations for appropriate corrective action of each item contained in the management letter.
- Any other reports required shall be submitted to GHFA, AFI, and EDI upon request.
- Recommendations and related matters shall be provided in a separate report.
- A preliminary draft of all reports shall be submitted to the Finance Division Director of GHFA, AFI and EDI prior to their release to staff. The Finance Division Director will review and approve the release of all draft reports.

### 1.3.3. Bond Consent and Agreed Upon procedures

- Upon request of the Authority's Executive Director or his/her designee, the auditor shall prepare and provide such letters to underwriters and other purchasers of Authority bonds as may be needed for the sale and delivery of Authority bonds to be issued during fiscal years of the engagement period. Such letters will be provided by the auditor on the dates specified by the Authority in bond purchase agreements. Each letter requested will relate to the audit work and

financial statements of the most recent prior fiscal year. The auditor will consent to the inclusion of their audit report in offering statements the Authority may produce in connection with issuance of Single Family Mortgage Revenue Bonds during the contract period.

- The auditor shall send, electronically, copies of the Recommendation and Related Matters reports for each audit listed above directly to:

**Finance Division Director  
Georgia Department of Community Affairs  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231**

#### **1.4. RFP Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated Section 50-5-67(a), GHFA certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this RFP.

#### **1.5. Overview of the RFP Process**

The objective of the RFP is to select one qualified Offeror to provide the goods and/or services outlined in this RFP to GHFA. This RFP process will be conducted to gather and evaluate responses from Offerors for potential award. All qualified Offerors are invited to participate by submitting responses, as further defined in Section 2.2. After evaluating all Offeror responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publicly announced on our website at <http://www.dca.ga.gov/main/News/index.asp#GHFAAudit> including the names of all participating Offerors and the evaluation results.

#### **1.6. Schedule of Events**

The schedule of events set out herein represents GHFA's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted to our website prior to the closing date of this RFP. After the close of the RFP, GHFA reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	01/15/2013	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.7.	01/25/2013	3:00 p.m. ET
Post Responses to Written Questions on website	01/31/2013	3:00 p.m. ET
Proposals Due/Close Date and Time	02/22/2013	1:00 p.m. ET
Proposal Evaluation Completed (on or about)	03/05/2013	3:00 p.m. ET
Oral Presentations, if required, with Identified Offerors Location: Georgia Housing Finance Authority 60 Executive Park South, N.E. Atlanta, Georgia 30329,	03/06/2013 through 03/08/2013	TBD
Final Evaluation	03/13/2013 through 03/15/2013	TBD
Negotiation of Contractual Terms if required	03/16/2013 through 03/19/2013	TBD
Contract Award (on or about)	03/22/2013	

### 1.7. Official Issuing Officer (Buyer)

Marcia Paul  
Agency Procurement Officer  
marcia.paul@dca.ga.gov  
(404) 679-3139

### 1.8. Definition of Terms

Any special terms or words which are not identified in this GHFA RFP document may be identified separately in one or more attachments to the RFP.

### 1.9. Contract Term

The initial term of the contract(s) is for twelve (12) months from the execution date, of the contract(s), which is anticipated to be April 1, 2013. GHFA shall have four (4) one (1) year option(s) to renew for Audit Services, which options shall be exercisable at the sole discretion of GHFA. Renewal will be accomplished through the issuance of a Renewal Letter. In the event that the contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the Audit Services, GHFA may, with the written consent of the Awarded Offeror(s), extend the contract(s) for such period of time as may be necessary to permit GHFA's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds. The Audit Schedules and Contract Periods are included in Attachment "K".

## 2. Instructions to Offerors

By submitting a response to the RFP, the Offeror is acknowledging that the Offeror:

- Has read the information and instructions,
- Agrees to comply with the information and instructions contained herein.

## 2.1. General Information and Instructions

### 2.1.1. Restrictions on Communicating with Staff

From the issue date of this RFP until the intended award is announced, Offerors are not allowed to communicate for any reason with any State staff related to this RFP except through the Issuing Officer named in Section 1.7, or during the Offerors' conference (if any), or as defined in this RFP or as provided by existing work agreement(s). GHFA reserves the right to reject the proposal of any Offeror violating this provision.

### 2.1.2. GHFA's Right to Request Additional Information - Offeror Responsibility

Prior to an award, GHFA must be assured that the selected Offeror has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of GHFA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, GHFA is unable to assure itself of the Offeror's ability to perform, if awarded, GHFA has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility. If such information is required, the Offeror will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

### 2.1.3. Failing to Comply with Submission Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposals must be complete in all respects, as required in each section of this RFP.

### 2.1.4. Rejection of Proposals; State's Right to Waive Immaterial Deviation

GHFA reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of GHFA to reject proposals **that do not contain all elements and information requested in this RFP**. A proposal will be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made solely by GHFA on a case-by-case basis.

### 2.1.5. GHFA's Right to Amend and/or Cancel the RFP

GHFA reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda to the website. EACH OFFEROR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE OFFEROR'S RESPONSE. ALL OFFERORS ARE ENCOURAGED TO FREQUENTLY CHECK THE WEBSITE FOR ADDITIONAL INFORMATION. Finally, GHFA reserves the right to cancel this RFP at any time.

### 2.1.6. Costs for Preparing Proposals

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the proposal and participating in the procurement process (including the protest/informal complaint process) is the sole responsibility of the Offeror. GHFA will not provide reimbursement for such costs.

**2.1.7. ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offerors' or Pre-bid Conference (if any).

**2.1.8. Georgia Open Records Act**

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other public records to be made public unless otherwise provided by law. The State Purchasing Act was recently amended legislatively through Senate Bill 175 to provide "audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure" (O.C.G.A. Section 50-5-67(d)(4)). Accordingly, to the extent the Offeror has determined this provision is applicable to protect its submitted financial information from disclosure, the Offeror must submit its financial information as a separate document clearly marked as confidential. PLEASE NOTE: Even though information (financial or other information) submitted by an Offeror may be marked as "confidential", "proprietary", etc., GHFA will make its own determination regarding what information may or may not be withheld from disclosure.

**2.1.9. Registered Lobbyists**

By submitting a response to this RFP, the Offeror hereby certifies that the Offeror and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual, located online at: [http://doas.georgia.gov/StateLocal/SPD/Docs\\_SPD\\_General/GeorgiaVendorManual.pdf](http://doas.georgia.gov/StateLocal/SPD/Docs_SPD_General/GeorgiaVendorManual.pdf)

**2.1.10. Immigration**

The selected Offeror must agree to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603, the Georgia Security and Immigration Compliance Act (HB 2), the Illegal Immigration Reform and Enforcement Act of 2011 (HB 87) and any other applicable state or federal immigration law. The Offeror must complete the Immigration and Security Form (Attachment L) and return it with their package. If selected, the Offeror must include a similar provision in all written agreements with any contractors or subcontractors, as approved by the Authority, who are engaged to perform services under the written agreement with the Authority.

**2.2. Submittal Instructions**

Listed below are key action items related to this RFP. The Schedule of Events in Section 1.6 identifies the dates and time for these key action items. This portion of the RFP provides instructions regarding the process for reviewing the RFP, preparing a response to the RFP and submitting a response to the RFP.

**2.2.1. RFP Review**

The RFP consists of the following:

- This document, entitled "Request for Proposals for Audit Services", and
- Any and all documents provided by GHFA as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. If you have any difficulty accessing the RFP or opening provided links or documents it should be reported immediately to the Issuing Officer (See Section 1.7).

**2.2.2. Submitting Questions**

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.7. No questions other than written will be accepted. No response other than

written will be binding upon GHFA. All Offerors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Offerors are cautioned that GHFA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFP*

Question #2 Question, *Citation of relevant section of the RFP*

All Offeror questions and the corresponding answers will be posted at the following web address:

<http://www.dca.ga.gov/main/News/index.asp#GHFAAudit>

No questions other than written will be accepted and no response other than written will be binding.

### 2.2.3. Preparing a Response

When preparing a response, the Offeror must consider the following instructions:

- The Offeror must ensure its response is accurate and readily understandable.
- Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the Technical Proposal, the Offeror should reference these materials in the Technical Proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed. All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the RFP.
- **The Offeror must label its response using the corresponding section numbers of the RFP so that GHFA may easily organize and navigate the Offeror's response.**

### 2.2.4. Packaging the Response

The Offeror's proposal, in response to this RFP, must be divided into two (2) appropriately labeled and sealed packages - a Technical Proposal and a Cost Proposal.

The contents of each package will include:

#### 1. Technical Proposal

- RFP Response
- Proposal Certification (Appendix A);
- Small or Minority Business Form (Appendix B) ;
- Tax Compliance Form (Appendix C);
- Offeror's Technical Proposal/Response (including all worksheets and required attachments);
- Affirmation to meet Standard Insurance Requirements per Section 3.4; and
- Contract Exceptions (if any).

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR TECHNICAL SUBMISSION.**

#### 2. Cost Proposal

- The Offeror must use the Cost Proposal forms Attachments E, F, G, H, I and J.

**2.2.5. “Hard Copy” and Electronic Copies Required**

Offeror must provide the following number of copies:

- Technical Proposal:
  - One (1) hard copy, marked “Original”, with original signatures; and
  - Six (6) copies.
  - One (1) thumb drive containing complete copy of Technical Proposal
- Cost Proposal:
  - One (1) hard copy, marked “Original”, with original signatures; and
  - Six (6) copies.
  - One (1) thumb drive containing complete copy of Cost Proposal (please use just one thumb drive with separate files, one containing the Technical Proposal and one file containing the Cost Proposal.)

**The Technical Proposal and Cost Proposal must be labeled and packaged separately.**

**2.2.6. Submitting the Response**

Mark the outside of shipping package as follows:

Name of Company  
Point of Contact for Company and Phone Number  
RFP# 12013AUD

**The Offeror’s complete proposal must be received on or before the due date and time at the following location:**

Marcia Paul  
Agency Procurement Officer  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231  
marcia.paul@dca.ga.gov  
(404) 679-3139

**All proposals will be time stamped by GHFA upon receipt. Proposals received after the due date and time will not be evaluated.**

**3. Offeror Information**

The following sections request basic information concerning the Offeror and may establish certain minimum insurance, bonding, and/or other requirements the Offeror must meet to be considered eligible for award. Please read each section carefully. Information requested and not set forth on a specific form or appendix should be included in Offeror’s Technical Proposal/Response.

**3.1. Company Information**

The Offeror will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal in the Proposal Certification (Appendix A).

**3.2. Georgia Based Business/Reciprocal Preference Law O.C.G.A. Section 50-5-60(b)**

For the purposes of evaluation only, Offerors resident in the State of Georgia will be granted the same preference over Offerors resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to

Offerors resident therein over Offerors resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Offeror is an Offeror who is domiciled in the State of Georgia. Please identify the State in which your company is domiciled.

### 3.3. Sales and Use Tax

In accordance with the Official Code of Georgia Annotated Section 50-5-82, GHFA is prohibited from awarding a contract to a nongovernmental vendor if that vendor or an affiliate of the vendor is a “dealer” failing or refusing to collect sales or use taxes on its sales delivered to Georgia. Please complete the Sales and Use Tax Form (SPD-SP014 “Sales and Use Tax Form”), which is included as Appendix C to this RFP.

In the event the Offeror is identified as an apparent successful vendor, the information provided in the Sales and Use Tax Form will be submitted by GHFA to the Georgia Department of Revenue (DOR) for a determination as to whether the Offeror is a “prohibited source.” GHFA reserves the right to submit the Offeror’s completed form to DOR for review even if the Offeror has not been selected for award.

Any Offeror identified as a prohibited source will be ineligible for award if the ineligibility status is not overturned before the award date. **Accordingly, the Offeror is strongly encouraged to check its tax status now and resolve any outstanding tax liabilities prior to submitting this response.** Department of Revenue has identified the following source to allow Offerors to check current tax status: <http://www.etax.dor.ga.gov/>

### 3.4. Standard Insurance Requirements

MANDATORY: The Offeror’s response must include the Offeror’s affirmation to meet the following requirement(s). Failure to agree to meet the requirement(s) identified below will result in rejection of the Offeror’s proposal.

#### Insurance Coverage:

If awarded a contract, the Offeror shall procure and maintain insurance which shall protect the Offeror and GHFA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this RFP throughout the duration of the contract. The Offeror shall procure and maintain the insurance policies described below at the Offeror’s own expense and shall furnish to GHFA an insurance certificate listing GHFA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Offeror includes contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to GHFA.

Offeror is required to maintain the following insurance coverage during the term of the contract:

- Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
  - Bodily injury by accident--per employee \$100,000;
  - Bodily injury by disease--per employee \$100,000;
  - Policy limits \$500,000.
- Commercial General Liability Policy with the following minimum coverage:
  - General Aggregate including

Products and Completed Operations-- \$1,000,000;  
 Each Occurrence-- \$1,000,000;  
 Aggregate Limit-- \$3,000,000.

- Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of at least \$1,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to GHFA. Certificates of Insurance showing such coverage to be in force shall be filed with GHFA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GHFA, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the selected Offeror must procure the required insurance and provide GHFA with two (2) Certificates of Insurance. Certificates must reference this RFP by number or contract number. Offeror's proposal must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### 3.5. Proposal Certification

MANDATORY: The Offeror must complete and attach a signed copy of the Proposal Certification (which is included as Appendix A to this RFP). DO NOT MODIFY OR ALTER THE PROPOSAL CERTIFICATION IN ANY WAY. Failure to attach a signed copy of the Proposal Certification will result in rejection of the Offeror's proposal.

## 4. RFP Proposal Factors

The following are detailed technical requirements for Audit Services that should be included in your response. Offerors are required to download from our website, complete and then submit the "Mandatory Response Worksheet" with their responses found as an attachment to this RFP (Attachment D). **This worksheet together with any and all other documents submitted in response to Sections 3 and 4 of this RFP will be considered the Offeror's Technical Proposal.** Your submission should be prepared so that a reader may easily identify the applicable response with the corresponding section of the RFP.

GHFA has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. GHFA will not tailor these needs to fit a particular solution Offerors may have available; rather, the Offerors shall propose to meet GHFA's needs as defined in this RFP. All claims shall be subject to demonstration. Offerors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive. Offerors are further cautioned that the inclusion of cost information in the technical proposal will result in disqualification.

#### 4.1. Technical Proposal Introduction

- The major segments of the Authority's accounting records which are computerized are: General Ledger, Accounts Payable, Investment Management, Single Family, Loan Tracking, Loan Underwriting, Cash Management, Debt Service and Foreclosure and REO Control. The Authority's primary accounting software package is provided by Emphasys Software. The Authority's primary mortgage loan servicing software package is provided by Lender Processing Systems (LPS) of Jacksonville, FL. We are a remote client of LPS with the hardware and software located in Jacksonville. We communicate over a dedicated T1 line. The Authority's hardware needs are satisfied by various types of PC's. The operating systems in use are Windows NT Workstation, Windows NT Server, Windows 2000 Server, Windows 2003 Server, Windows 2008 Server, Windows XP, and Windows 7. Software used throughout the Authority includes Microsoft Office Professional, Microsoft SQL, FileMaker Pro and People Soft.
- The Authority does not have an internal audit department.
- Individuals responsible for maintaining records and preparing reports include the Finance Division Director, DCA Finance Director, GHFA Finance Director, GHFA Operation Accounting Manager, Bond Fund Accounting Manager, Loan Servicing Coordinator and approximately 10 accountants and accounting technicians.
- The auditor should assume that all records of the Authority are mostly automated and timely reconciled with no material weaknesses in internal control having been identified in the past several audit periods.
- All of the items described in this section are service levels and/or terms and conditions that GHFA expects to be satisfied by the selected Offeror. Each Offeror must indicate its willingness and ability to satisfy these requirements in the appropriate responses.

#### 4.2. Mandatory Requirements-Pass/Fail

As specified with each requirement listed in the **Mandatory Response Worksheet** (Attachment D), the Offeror must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the Offeror does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET; COST SHOULD ONLY BE PROVIDED WHERE REQUESTED IN THE COST PROPOSAL.**

#### 4.3. Offeror's Technical Proposal/Response

Offerors shall submit a technical proposal setting forth the description of Audit Services associated with auditing a Housing Finance Authority, a mortgage loan servicer and the Offeror's methodology and team experience. Specifically, the Offeror's technical proposal/response must include/address the following:

##### 4.3.1. Organization Information

- The name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization
- The contact information for the person that should be contacted for clarification of the Offeror's Response

##### 4.3.2. Organizational Overview

- Organizational history
- Organizational Structure
- Total number of current audit clients

- Percentage of prior year's revenue derived from audit services
- Description of any lawsuits settled in the last three (3) years related to your attestation services in which a negative judgment was rendered against your organization or an agreement to pay damages was reached prior to a formal judgment.
- Offeror's full legal name
- Headquarters address
- Type of ownership (e.g., partnership, corporation, etc.)
- If Offeror is a subsidiary, affiliate or operates in an "alternative practice structure", include the name of the other organization with a description of the relationship.
- State where the Offeror is incorporated or otherwise organized to do business

#### 4.3.3. Project Team Information

The Response shall consist of the following information pertaining to the specific Project Team the Offeror plans to use if selected for an award:

- Project Team Hierarchy – Organization chart outlining the project team. The information shall include the names of the individual team members that will be assigned to the Audit, their certifications and the number of completed audits.
- Summary of Project Team Experience in performing audits.
- Detailed resumes for each Project Team member.
- Detail of relevant knowledge and experience with applicable federal and state regulations.

#### 4.3.4. Audit Plan/Methodology

The Response shall contain the following:

- A general audit plan, including information on the timing of field work, and any overview and start up work that would be required in the first audit year. Include the approximate date the audit will begin and end for the first year, as well as approximate dates for delivery of the required reports.
- A work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposals. Proposers will be required to provide the following information on their audit approach:
  - Sampling techniques and the extent to which statistical sampling may be used in the engagement;
  - Extent of the use of EDP software in the engagement;
  - Type and extent of analytical procedures that may be used in the engagement;
  - Approach to be taken to gain and document an understanding of the Authority's internal control;
  - Approach to be taken in determining laws and regulations that will be subject to audit test work; and
  - Approach to be taken in drawing audit samples for purposes of tests of compliance.
- For the firm's office that would be assigned responsibility for the audit, list the most significant audit engagements (maximum of five) performed in the last three (3) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partner(s), total hours, and the name and telephone number of the client contact.

#### 4.3.5. Use of Technology

- The Response shall contain a description of any innovative uses of technology that the Offeror maintains exclusively for the delivery of Audits.

#### 4.3.6 Procedures in Place to Safeguard Personal Identifiable Information (PII)

- During performance of an Audit, the successful Offeror will be exposed to PII that will need to be protected at all times. The response shall contain a description of how paper and electronic PII is safeguarded and what steps would be taken in the event PII is compromised.

#### 4.3.7. Value Added Proposal

- The Response shall contain a narrative outlining the advantages the State entity will realize by selecting your firm, as opposed to selecting another financial audit firm. The narrative should cover traits that are unique to your firm only.

#### 4.3.8. Financial Reports

- Offerors shall provide financial information that would allow GHFA to ascertain the financial stability of the firm to include, as a minimum, one of the following:
  - If a public company, the Offeror shall provide its most recent audited financial report.
  - If a private company, the Offeror shall provide a copy of its most recent financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Offeror's financial stability.
  - Dun & Bradstreet (D&B) report indicating company's net worth, D&B rating and working capital position.
  - At the discretion of GHFA, the successful Offeror shall be required to submit this information on an annual basis.

## 5. Cost Proposal

### 5.1. Cost Proposal

Each Offeror shall submit a cost proposal as part of its response. The cost proposal shall be evaluated and scored in accordance with Section 6 "Proposal Evaluation, Negotiations and Award". By submitting a response, the Offeror agrees that it has read, understood, and will abide by the following instructions/rules:

- The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
- Cost proposals containing costs, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award; and
- In the event there is discrepancy between an Offeror's unit price and extended price, the unit price shall govern; and
- The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

### 5.2. Cost Structure and Additional Instructions

GHFA's intent is to structure the cost format in order to facilitate comparison among all Offerors and foster competition to obtain the best market pricing. Consequently, GHFA requires that each Offeror's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each Offeror is hereby advised that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of an Offeror's proposal.

Enter all information directly into the cost sheets. Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

**The cost proposal documents have been included as an attachment to this RFP and separate cost proposals, priced separately, should be submitted for Audit requirements for GHFA, AFI, EDI, USAP, and AUP.** The most common AUP is performed for each bond deal. These procedures verify the financial data disclosed in each Preliminary Official Statement (POS). This work results in AUP letters on which GHFA's bond underwriters rely, please see Section 1.3.2 above.

## 6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to GHFA based on a combination of technical and cost factors. Based on the results of the initial evaluation, GHFA may or may not elect to negotiate technical and/or cost factors as further described in the RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria.” Once the evaluation process has been completed (and any negotiations GHFA desires to conduct have occurred), the apparent successful Offeror(s) will be required to enter into discussions with GHFA to resolve any exceptions to GHFA’s contract. GHFA will announce the results of the RFP as described further in Section 6.8 “Public Award Announcement.”

### 6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

- Proposal was received by deadline;
- Proposal is complete and contains all required documents and
- Technical Proposal does not include any pricing from the Cost Proposal.

### 6.2. Evaluating Proposal Factors (Section 4)

If the Offeror’s proposal passes the Administrative/Preliminary Review, the Offeror’s responses to Section 4 “RFP Proposal Factors” will be submitted to the Evaluation Team for evaluation.

#### 6.2.1. Review of Mandatory & Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP requirements. Responses to “Mandatory” Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory RFP requirement, GHFA will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the “Mandatory” Questions are considered “Responsive Proposals” at this point in time and will be scored in accordance with the point allocation in Section 6.4 “Scoring Criteria.”

#### 6.2.2. Review of Additional Scored Information Questions

For all proposals determined to be “Responsive Proposals”, the Evaluation Team will review and score the responses to the Additional Scored Information (if any) in accordance with the point allocation in Section 6.4 “Scoring Criteria.”

The Offeror will receive a total technical score at the conclusion of the evaluation of the RFP Proposal Factors.

### 6.3. Evaluating Cost Proposals and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 “Scoring Criteria.” To expedite the evaluation process, GHFA reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the RFP Proposal Factors.

GHFA may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The Offeror deemed to have the most competitive cost proposal overall, as determined by GHFA, will receive the maximum score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, GHFA may assign the maximum score per category/subcategory/line for the most competitive

proposal at that level. Other proposals will receive a percentage of the maximum score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

The Offeror’s cost score will be combined with the Offeror’s technical score to determine the Offeror’s overall score (or “total combined score”).

**6.4. Scoring Criteria**

The evaluation and award criteria is comprised of the following and listed in the table below.

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	300 Points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. Technical Proposal	700 Points
Total		1000 Points

Evaluation and Award Criteria, (Technical Proposal – 700 points)

Criteria	Max No. of Points
A. Overall quality of the response to the RFP	25
B. Methodology	200
C. Firm Experience	
▪ Experience auditing investments	50
▪ Experience auditing a mortgage loan servicer	50
▪ Experience with Mortgage Revenue Bonds	50
D. Audit experience of the project team assigned and qualifications of staff	250
Size and structure of firm relative to this engagement	
E. Organizational Overview	50
F. Financial Overview	25
	-----
Total Technical Proposal Points	700

**6.5. Negotiations of Proposals and/or Cost Factors**

GHFA possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law. This section of the RFP describes GHFA’s process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a) (6). Although this section addresses GHFA’s right to negotiate in accordance with O.C.G.A. Section 50-5-67(a) (6), GHFA reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the Offeror’s best terms. Please Note: Negotiations are discretionary; therefore, GHFA urges the Offeror (1) to submit its best response and (2) not to assume the Offeror will be granted an opportunity to negotiate.

**6.5.1. Overview of Negotiations**

**GHFA reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.**

#### 6.6. Selection and Award

The Offeror receiving the highest Total Combined Score and with whom GHFA is able to reach agreement as to contract terms will be selected for award.

**The primary intent of this RFP is to identify a single source to provide all of the needed goods and/or services.**

#### 6.7. Site Visits and Oral Presentations

GHFA reserves the right to conduct site visits or to invite Offerors to present their proposal factors/technical solutions to the Evaluation Team. At the conclusion of a Site Visit or an Oral Presentation, an Offeror's technical score may increase or decrease depending upon the quality of the Site Visit or Oral Presentation. Cost proposals and related cost information must not be discussed during the oral presentation of the Offeror's technical solution. Nothing in this section shall prohibit the Evaluation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.5 "Negotiations of Proposals and/or Cost Factors".

#### 6.8. Public Award Announcement

The Notice of Award ("NOA") is GHFA's public notice of actual contract award(s). Will be published on our website at: <http://www.dca.ga.gov/main/News/index.asp#GHFAAudit>

#### 6.9. Non-Contact Notice

With regards to this Request for Proposal, responding entities/firms are prohibited from contacting any GHFA staff, Authority Board member, GHFA Board Member, or any State official associated with the Authority or DCA or any member of the Georgia General Assembly. This prohibition begins at the time notice of this Request for Proposal is posted and continues until selected firms are announced. Prohibited contact may disqualify the contacting firm from consideration. Please note that contact with any of the persons listed above on existing business and previously established contractual matters not related to this Request for Proposal is not prohibited.

### 7. Contract Terms and Conditions

The contract that GHFA expects to award as a result of this RFP will be based upon the RFP, the successful Offeror's final response as accepted by GHFA and the contract terms and conditions, which are attached to this RFP. The "successful Offeror's final response as accepted by GHFA" shall mean: the final cost and technical proposals submitted by the Awarded Offeror and any subsequent revisions to the Awarded Offeror's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by GHFA, except that no objection or amendment by an Offeror to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless GHFA has explicitly accepted the Offerors objection or amendment in writing.

Please review GHFA contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Offerors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Offerors to better evaluate the costs associated with the RFP and the potential resulting contract.

#### Exception to Contract

By submitting a proposal, each Offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If an Offeror takes exception to a contract provision, the Offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. **Any exceptions to the contract must**

**be submitted with the Offeror's response.** Exceptions must be in an original document using the track changes functionality and may not be submitted in the form of highlighted changes to the original contract. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the Offeror is selected for potential award, the Offeror will be required to enter into discussions with GHFA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events, within a period of time identified in any amended schedule of events or within a period of time verbally stipulated by GHFA. Failure to resolve any contractual issues will lead to rejection of the Offeror. GHFA reserves the right to enter into discussions with the Offeror ranked next best Offeror.

GHFA reserves the right to modify the contract to be consistent with the apparent successful offer and to negotiate other modifications with the apparent successful Offeror. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by GHFA, in its sole discretion, and rejected. Contract exceptions which grant the Offeror an impermissible competitive advantage, as determined by GHFA, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Offeror is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

## 8. List of RFP Attachments

The following documents make up this RFP. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. GHFA RFP 12013AUD (this document)
2. Appendix A – Proposal Certification
3. Appendix B – Small or Minority Business Form
4. Appendix C – Tax Compliance Form
5. Attachment D – Pass/Fail Mandatory Response Worksheet from Section 4.3 of this RFP
6. Attachment E – GHFA Cost Worksheet
7. Attachment F – AFI Cost Worksheet
8. Attachment G – EDI Cost Worksheet
9. Attachment H – USAP Cost Worksheet
10. Attachment I – AUP Bond Fund Cost Worksheet
11. Attachment J – Circular A-133 Cost Worksheet
12. Attachment K – Projected Audit Schedules and Contract Periods
13. Attachment J – House Bill 2 O.C.G.A. § 50-36-1(e)(2)
14. State Contract from Section 7 “Contract Terms and Conditions” of this RFP



## Appendix A

### PROPOSAL CERTIFICATION

By responding to this RFP, the Offeror understands and agrees to the following:

1. That the submitted proposal constitutes an offer, which when accepted in writing by GHFA, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and GHFA; and
2. That the Offeror has read the specifications and requirements shown or referenced in the RFP and that the Offeror's proposal is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
3. That the Offeror guarantees and certifies that all items included in the Offeror's proposal meet or exceed any and all such stated RFP specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
4. That, if awarded a contract, the Offeror will deliver goods and/or services that meet or exceed the RFP specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
5. That the technical and cost proposals submitted by the Offeror shall be valid and held open for a period of **one hundred and twenty (120) days** from the final RFP closing date and that the proposals may be held open for an additional period of time subject to the Offeror's consent; and
6. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Offeror understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR TECHNICAL PROPOSAL.

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the Offeror.</b>	



## Appendix B

### SMALL OR MINORITY BUSINESS FORM

- Can your company be classified as a **SMALL BUSINESS** by the following definition:

**Small Business** – defined as an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars (\$1,000,000) in gross receipts per year. (State Statute 50-5-121)

**Yes** (If yes, please check the following reason(s) that apply)  
      Less than 100 employees or,  
      Less than \$1,000,000 in gross annual receipts.  
 **No**

- Can your company be classified as a **MINORITY OWNED BUSINESS** by the following definition?

**Minority Owned Business** – means a business that is 51% owned or controlled by one or more minority persons. Please indicate below if your firm is 51% owned or controlled by one of the minority groups listed.

African American	%	Asian American	%
Hispanic / Latino	%	Pacific Islander	%
Native American	%		

**Ownership:** American Citizen     Yes     No

Are any of your suppliers minority and/or small business enterprises?     Yes     No

If Yes, please indicate the percentage of minority companies represented.    \_\_\_\_\_%

If awarded a contract as a result of this solicitation, do you anticipate employing any small or minority subcontractors?     Yes     No



## Appendix C, TAX COMPLIANCE

### INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name:
- Physical Location Address:
- Federal Identification Number (FEI):
- Have you ever been registered in the State of Georgia?
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI):
  - Sales and Use Tax Number:
  - Withholding Tax Number:
- What type of service will you perform?
- Will you sell any tangible personal property or goods?
- Supplier's Affiliate's Name:
  - FEI:
  - STI:
  - Sales and Use Tax Number:
  - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name:
  - Telephone Number:
  - E-mail Address:

### NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

STATE ENTITY: Please submit this form via email to DOR at [tsd-state-contractors@dor.ga.gov](mailto:tsd-state-contractors@dor.ga.gov) for processing in accordance with the *Georgia Procurement Manual*.

**ATTACHMENT D, Mandatory Response Worksheet, RFP# 12013AUD**

**These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section with a "YES" to pass.**

**Any questions you answer with a "NO" will fail the technical requirements and results in disqualification of the proposal.**

**By answering "Yes," you indicate that you meet the individual requirements in the response block provided.**

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Offeror Yes or No
1	Is Contractor Firm properly licensed to practice public accounting in Georgia?	
2	Has your company been in business, performing Audits for a minimum of five (5) consecutive years?	
3	Does your company adhere to specific professional standards established by the <u>American Institute of Certified Public Accountants (AICPA)</u> ?	
4	Have you provided financial information that would allow GHFA to ascertain the financial stability of your firm under section 4.3.8.?	

**ATTACHMENT E**

SCHEDULE OF PROFESSIONAL FEES

ENTITY: GEORGIA HOUSING FINANCE AUTHORITY

FOR THE AUDIT OF THE FINANCIAL STATEMENTS

	Year 1			Year 2			Year 3			Year 4			Year 5			Five Year Totals	
	Hours	Rate	Total	Hours	Total												
Partner																	
Director																	
Manager																	
Senior																	
Staff																	
Other (specify)																	
Yearly Totals																	

**ATTACHMENT F**

SCHEDULE OF PROFESSIONAL FEES

ENTITY: GEORGIA HOUSING FINANCE AUTHORITY AFFORDABLE HOUSING, INC.

FOR THE AUDIT OF THE FINANCIAL STATEMENTS

	Year 1			Year 2			Year 3			Year 4			Year 5			Five Year Totals	
	Hours	Rate	Total	Hours	Total												
Partner																	
Director																	
Manager																	
Senior																	
Staff																	
Other (specify)																	
Yearly Totals																	

## ATTACHMENT G

### SCHEDULE OF PROFESSIONAL FEES

ENTITY: GEORGIA HOUSING FINANCE AUTHORITY ECONOMIC DEVELOPMENT FINANCING, INC.

FOR THE AUDIT OF THE FINANCIAL STATEMENTS

	Year 1			Year 2			Year 3			Year 4			Year 5			Five Year Totals	
	Hours	Rate	Total	Hours	Total												
Partner																	
Director																	
Manager																	
Senior																	
Staff																	
Other (specify)																	
Yearly Totals																	

## ATTACHMENT H

### SCHEDULE OF PROFESSIONAL FEES

ENTITY: GEORGIA HOUSING FINANCE AUTHORITY

FOR THE UNIFORM SINGLE ATTESTATION PROGRAM (USAP)

	Year 1			Year 2			Year 3			Year 4			Year 5			Five Year Totals	
	Hours	Rate	Total	Hours	Total												
Partner																	
Director																	
Manager																	
Senior																	
Staff																	
Other (specify)																	
Yearly Totals																	

**ATTACHMENT I**

SCHEDULE OF PROFESSIONAL FEES

ENTITY: GEORGIA HOUSING FINANCE AUTHORITY

FOR AGREED UPON PROCEDURES – BOND FUND

	Year 1			Year 2			Year 3			Year 4			Year 5			Five Year Totals	
	Hours	Rate	Total	Hours	Total												
Partner																	
Director																	
Manager																	
Senior																	
Staff																	
Other (specify)																	
Yearly Totals																	

**ATTACHMENT J**

SCHEDULE OF PROFESSIONAL FEES

ENTITY: GEORGIA HOUSING FINANCE AUTHORITY

FOR THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND OMB CIRCULAR A-133 REPORTS

	Year 1			Year 2			Year 3			Year 4			Year 5			Five Year Totals	
	Hours	Rate	Total	Hours	Total												
Partner																	
Director																	
Manager																	
Senior																	
Staff																	
Other (specify)																	
Yearly Totals																	

## ATTACHMENT K

- Base year GHFA, AFI, EDFI, USAP, and AUP FY2013 Audit: July 1, 2012 through June 30, 2013 (Contract Period: July 1, 2012 through June 30, 2013 )
- Option Year 1 GHFA, AFI, EDFI, USAP, and AUP FY2014 Audit: July 1, 2013 through June 30, 2014 (Contract Period: July 1, 2013 through June 30, 2014 )
- Option Year 2 GHFA, AFI, EDFI, USAP, and AUP FY2015 Audit: July 1, 2014 through June 30, 2015 (Contract Period: July 1, 2014 through June 30, 2015 )
- Option Year 3 GHFA, AFI, EDFI, USAP, and AUP FY2016 Audit: July 1, 2015 through June 30, 2016 (Contract Period: July 1, 2015 through June 30, 2016 )
- Option Year 4 GHFA, AFI, EDFI, USAP, and AUP FY2017 Audit: July 1, 2016 through June 30, 2017 (Contract Period: July 1, 2016 through June 30, 2017 )

ATTACHMENT L

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, the undersigned verifies one of the following with respect to an application for a public benefit \_\_\_\_\_ date of work \_\_\_\_\_ [as referenced in O.C.G.A. § 50-36-1, for Georgia Housing and Finance Authority 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: