

REQUEST FOR PROPOSALS
FOR
INDEPENDENT PROFESSIONAL AUDITING SERVICES

September 5, 2023

Housing and Redevelopment Authority of St. Cloud, MN
(St. Cloud HRA)
1225 West St. Germain Street
St. Cloud, MN 56301

INTRODUCTION

The Housing and Redevelopment Authority of St. Cloud, MN (St. Cloud HRA) (Agency) requests proposals from qualified Independent Public Accounting (IPA) firms to provide IPA audit services for its portfolio of assisted housing and related programs. It is expected that the audit services will be performed in accordance with Generally Accepted Governmental Auditing Standards (GAGAS). The audit also must meet all requirements set forth in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuance, and/or any HUD Requirements, which are in effect as of the date of the audit onsite fieldwork.

The Agency was established in 1966 and has 30 full-time employees and part-time caretakers at 11 properties. The Agency's year-end is December 31 and the Agency is mainly funded by the U.S. Department of Housing and Urban Development (HUD). The Agency is a discretely presented component unit of the City of St. Cloud, MN and therefore follows Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). For financial statement purposes, the Agency reports as a single enterprise fund. The Agency's Annual Financial Report is prepared internally.

The Agency maintains the following programs:

- **Public Housing Program.** The Agency owns and operates 291 public housing units organized into three asset management projects. The Agency has adopted asset management and has established a Central Office Cost Center (COCC). As part of its public housing program, the PHA receives Capital Fund grant awards each year.
- **Other Housing Programs.** The Agency owns and operates 162 units of Section 8 New Construction, 80 units of affordable, and 249 units of tax credit housing. The tax credit units are all past the initial 15-year compliance period and are 100% owned by the HRA.
- **Voucher Programs.** The Agency manages approximately 90 state and local vouchers in five programs and approximately 1,200 Federal vouchers in the following programs:
 - HCV – 966 which includes 75 VASH, 24 PBV, 5 Tenant Protection, and 2 FYI; also, currently 90 port-in vouchers
 - Mainstream – 49 vouchers
 - EHV – 48 vouchers
 - Stability – 7 vouchers (starting 10/1/23)
 - Continuum of Care – 50 vouchers
- **Homeowner Programs.** The Agency administers various homeowner housing rehabilitation loan programs and housing purchase assistance programs.

The Agency's financial records and tenant records are maintained on MRI's Tenmast Winten 2/2+ software system. A software conversion is likely to occur in 2024.

Links to the Agency's most recent audited financial statement and other reports can be found on the Agency's website at <https://stcloudhra.com/contracting/> in the section related to this RFP.

The RFP contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

Notice of Intent to Propose. If your firm elects to respond to this RFP, notify Karen Rizer at the following email address: krizer@stcloudhra.com by noon CDT on September 20, 2023.

Prospective offerors requiring any explanation or interpretation of the solicitation must request it in writing by noon CDT on September 27, 2023. The request must be sent to Karen Rizer at the following email address: krizer@stcloudhra.com. Any information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors via email who have provided notice of intent to propose.

All responses to the RFP must be provided electronically to krizer@stcloudhra.com with the subject: **Response to RFP for Audit Services.** Due Date and Time: October 5, 2023, noon CDT.

The Agency wishes to enter into a fixed fee contract to assure that commitments will be met in a professional, effective, and cost-efficient manner. The Agency intends to award the contract pursuant to a “best value” basis, not a “lowest bid” basis. An evaluation committee shall review and rank each of the offerors’ proposals using the method of evaluation described in this request. The committee shall enter into negotiations with the highest ranked proposal first, and if necessary, any or all of the other proposals and submit the list of ranked offerors to the Audit Committee. The Finance Director and Audit Committee shall make a recommendation to the Board of Commissioners to award a single contract to the most competent, responsive, and responsible offeror in accordance with the proposal evaluation criteria.

The awarded contract will be a one-year contract with option to renew for each of the four subsequent years, subject to the annual review and the satisfactory negotiation of terms, the concurrence of the Board of Commissioners, and the annual availability of an appropriation.

AGENCY’S RESERVATION OF RIGHTS

The Agency reserves the following rights in association with the RFP process and upon contract award.

1. **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, or to terminate the RFP process at any time, if deemed by the Agency, to be in its best interests.
2. **Right to Not Award.** Not to award a contract pursuant to this RFP.
3. **Right to Terminate.** Terminate a contract award pursuant to this RFP, at any time for the Agency’s convenience, upon 10 days written notice to the successful offeror(s).
4. **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in the RFP.
5. **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals.
6. **Right to Negotiate.** Negotiate the fees proposed by the offeror(s).
7. **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP; including but not limited to, incomplete proposals and/or proposals offering alternate or non-requested services.
8. **Right to Reject Proposal for Debarment.** In addition, the Agency reserves the right to reject the proposal of any firm who is debarred by HUD from providing services.
9. **No Obligation to Compensate.** Have no obligation to compensate any offeror for any costs incurred in responding to this RFP.
10. **Unauthorized Sub-Contracting Prohibited.** The successful offeror/contractor shall not assign any right, nor delegate any duty, for the work proposed pursuant to this RFP (including, but not limited to,

selling or transferring the contract) without the prior written consent of the Agency. Any purported assignment of interest or delegation of duty, without the prior written consent of the Agency shall be void and may result in the cancellation of the contract with the Agency or may result in the full or partial forfeiture of funds paid on the contract, as determined by the Agency.

11. **Project Staffing Changes.** Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons. However, in either situation, the Agency retains the right to approve or reject replacements.

SCOPE OF WORK

Previous Auditor

The Agency's previous contractor for audit services is Redpath and Company, who has performed these services for the Agency since 2003.

General Requirements

The Auditor will adhere to the general requirements provided below.

1. **Audit Standards (Single Audit).** It is expected that the audit services will be performed in accordance with Generally Accepted Auditing Standards (GAAS) as set forth by the American Institute of Certified Public Accountants (AICPA) and Generally Accepted Governmental Auditing Standards (GAGAS) as issued by the US Government Accountability Office (GAO). The audit also must meet all requirements set forth in Title 2 U.S. code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuance, and/or any HUD or other Federal agency requirement, which are in effect as of the date of the audit.
2. **State Requirements.** Any state audit requirements and procedures are expected to be properly performed and completed as part of this scope of work.
3. **Audit Reports.** The auditor will provide electronic copies of all reports to the Finance Director. Hard copy reports may also be requested.
4. **Retention of Work Papers.** The auditor shall retain work papers for a minimum of five (5) years after the date of issuance of the auditor's report to the Agency.
5. **Access to Working Papers.** Audit work papers shall be made available upon request by the Agency, HUD, or any other governmental agency having jurisdiction to such request (i.e., Office of Inspector General), and are to be made available to the requested party within 10 days of receipt of such request. All reports rendered to the Agency by the auditor are the exclusive property of the Agency and are subject to the Agency's use and control, according to applicable laws and regulations.
6. **Inquiries from Successor Auditors.** The audit firms shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing significance.
7. **Compliance with Laws.** The Auditor agrees to be bound by applicable Federal, State, and Local laws, regulations and directives as they pertain to the performance of the audit contract.

Specific Services

The Contractor will provide the following services/tasks for audit services commencing with the Agency's year ending December 31, 2023.

1. Perform a financial statement and compliance audit of the Agency in accordance with standards as described under the aforementioned General Requirements section. The statements to be provided by the Agency include the following:
 - a. Statement of Net Position
 - b. Statement of Revenue, Expenses, and Changes in Net Position
 - c. Statement of Cash Flows
 - d. Notes to Financial Statements
 - e. Management Discussion & Analysis
 - f. Schedule of Expenditures of Federal Awards
2. As part of the engagement, the auditor will provide the following reports:
 - a. Independent Auditor's report, including in relation to opinions: (1) Management Discussion and Analysis, (2) Financial Data Schedule, (3) Schedule of Expenditures of Federal Awards
 - b. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
 - c. Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance as Required by the Uniform Guidance
 - d. Schedule of Findings and Questioned Costs
 - e. Minnesota Legal Compliance Report
 - f. Independent Auditor's Report on Supplementary Information – Computation of Surplus Cash, Distribution and Residual Receipts, as required by Minnesota Housing for the Al Loehr Veterans and Community Studio Apartments
 - g. Any other report as needed to be compliant with current audit standards and HUD, other Federal agency and state requirements
3. Provide with the annual audit, written recommendations made to management which address any findings, observations, opinions, or comments relating to internal controls, financial systems, compliance, or other matters that come to the attention of the auditor during the examination. The management letter shall be provided in draft form prior to publication of the annual financial statement and be discussed with the Executive Director, Finance Director, and other appropriate Agency staff.
4. The auditor will not be involved in the submission of the unaudited Financial Data Schedule (FDS) to HUD. The auditor will review any HUD comments provided on the unaudited FDS submission and last year's audited submission.
5. The auditor will perform the HUD required Agreed-upon Procedures related to the submission of the audited FDS upon completion of the audit and if necessary, any re-submission as required by HUD.
6. The auditor will complete and transmit the Data Collection form to be filed with the Federal Clearinghouse.

7. An exit conference is required of the auditor upon completion of fieldwork with the Executive Director and Finance Director to inform them of pertinent findings.
8. An in-person formal presentation of the report by the auditor to the Board of Commissioners is required.
9. **Audit Timeline** - The following timeline will be followed by the Agency and auditor for the completion of the Agency's financial statement and federal program audits for December 31, 2023, and a similar schedule is expected to be followed for any future years. Each of the following should be completed by the auditor no later than the dates indicated.
 - a. Planning meeting(s) - The auditor shall hold planning meeting(s) with the Audit Committee and executive management in December or January.
 - b. Detailed audit plan - The auditor shall provide the Agency by January 22, 2024 both a detailed audit plan and a list of all schedules to be prepared by the Agency.
 - c. Agency preparatory work - The Agency will have all records ready to audit and all management personnel available to meet with the firm's personnel as of April 1, 2024. Draft financial statements will also be available on that date. Preliminary work, including but not limited to tenant, participant, and procurement file testing may be scheduled at mutually acceptable dates.
 - d. Fieldwork - The auditor shall complete all fieldwork by April 19, 2024.
 - e. Draft reports - The auditor shall have drafts of the audit reports and recommendations to management available for review by the Finance Director by April 30, 2024.
 - f. Final reports - The auditor shall deliver the final reports by May 10, 2024.
 - g. In-person presentation by the auditor at Board of Commissioners meeting – 4th Wednesday of May, typically starting at 5pm
 - h. Audited submission of FDS to HUD - will be completed on mutually acceptable dates, and finalized no later than August 27, 2024.

The Agency's responsibilities with respect to the audit and the Agency's expectations of the audit firm is described below.

Agency Responsibilities

- The Finance Director has the responsibility for the oversight of the audit and coordination with the Audit Committee and/or full Board of Commissioners as necessary.
- The Finance Director serves as the liaison with the auditors and has responsibility for coordinating the financial statements and single audits for the Agency.
- The Finance Director coordinates the preparation of financial processes and internal control descriptions and the audit schedules utilized by the auditors during the audit process.
- The audited FDS is prepared by the Agency and is reviewed and submitted by the Agency and auditor, respectively.

The Agency will provide the following GAAP-based statements and schedules to the Auditor:

- Final trial balances of all fund with appropriate reconciliation of control accounts to detail records.
- Preliminary Financial Data Schedule (FDS).
- Financial Statement drafts including notes and supplemental schedules.
- Management Discussion & Analysis.

Auditor Responsibilities

- Tenant, participant, and procurement file testing is required to be performed onsite. Other parts of the audit may be performed remotely.
- The audit senior or manager will provide the Finance Director with timely reports during field work of any questions, concerns, potential findings, questioned costs, reportable conditions, weaknesses or deficiencies, which are identified by the audit firm staff.
- The auditor will inform the Agency about the nature of the proposed management letter comments or single audit exceptions prior to the completion of the audit field work.
- The auditor will keep confidential the Agency data and information and such information will not be used for any purpose other than to perform the agreed-upon services.

HUD MANDATORY CONTRACT PROVISIONS

HUD requires that certain contract provisions be contained in the contract.

1. Form HUD 5369-B, Instructions to Offerors – Non-Construction.
2. Form HUD 5369-C, Certifications and Representations of Offerors – Non-Construction Contract.

AGENCY CONTRACT PROVISIONS

1. No material belonging to the Agency may be removed from the office of the Agency.
2. All work performed at the Agency will be during regular business hours of the agency (7:00 am to 4:30 pm Monday through Friday). There may be the option to work extended hours at the Agency if mutually agreed upon.
3. The Auditor warrants that he/she has not employed any person to solicit or secure the contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Agency the right to terminate the contract, or in its discretion, to deduct from the Auditor's fee the amount of such commission, percentage, brokerage, or contingent fees.
4. The Auditor shall not assign or transfer any interest in the contract without prior approval of the Agency.
5. The Auditor certifies that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the projects and/or programs of the Agency, or any other interest, which would conflict with the performance of his/her audit.
6. The Agency reserves the right to request changes in the selected firm's representation, if at the Agency's discretion, assigned personnel are not satisfying the needs of the Agency.

7. **Licensing and Insurance Requirements.** Prior to award, but not as part of the proposal submission, the successful contractor will be required to provide the following documents.
- a. Evidence that the key personnel that will be reviewing all work performed under the engagement is licensed as a certified public accountant.
 - b. An original certificate evidencing the contractor's current industrial (worker's compensation) insurance carrier and coverage amount.
 - c. An original certificate evidencing the contractor's General Liability coverage.
 - d. An original certificate evidencing the contractor's Professional Liability and/or "errors and omissions" coverage.
 - e. A copy of the contractor's business license allowing the entity to provide such services within the jurisdiction.
 - f. A copy of the contractor's license issued by the State of record allowing the contractor to provide the services provided in the RFP.

EVALUATION CRITERIA

The Agency intends to award the contract to the successful offeror pursuant to a “Best Value” basis. An evaluation committee will review and rank each proposal using the evaluation factor and point system shown. The award of points for each listed factor will be based upon the documentation that the offeror submits with the proposal.

#	Evaluation Factor	Maximum Points
1	Firm’s Knowledge and Expertise with Housing Authorities and HUD Programs The proposal demonstrates the firm’s experience with generally accepted accounting principles and audit standards as they apply to housing authorities.	30
2	Management and Staffing <ul style="list-style-type: none"> The audit approach adequately describes the work to be performed and provides information on the sampling techniques and analytical procedures that will be used. The offeror’s proposed management plan for assigning and overseeing the work and the proposing staffing and proposed hours provides assurance that: <ul style="list-style-type: none"> The firm has assigned staff to the project with the necessary expertise for performing and reviewing the work. The firm’s approach will meet the Agency’s provided timeline. 	25
3	Quality of Firm’s References and Peer Review <ul style="list-style-type: none"> The offeror has provided evidence of successful performance of similar audits for other housing authorities. The prior audit experience with other housing authorities have been deemed acceptable as evidenced by references and the housing authorities’ response to the reference check. Latest peer review and the results of any federal or state desk reviews (if applicable) has been determined to have been acceptable. The firm has not had any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organization that would be deemed concerning. 	20
4	Section 3 Requirements The offeror is a Section 3 firm or has proposed that a portion of the work is performed by Section 3 firms, i.e., small and minority-owned businesses, women’s business enterprises, labor surplus area businesses, or firms that are substantially owned by a PHA resident. If meeting Section 3 requirements, the following form: https://stcloudhra.com/wp-content/uploads/2023/09/Section-3-Certification-Plan-2023.pdf should be submitted as an additional Bookmark of the proposal.	5
5	Price The offeror’s cost seems reasonable based on the services requested and the offeror’s management and staffing plan for each of the requested year(s).	20
Total Points		100

Once each offeror’s proposal has been evaluated and ranked, final negotiations will be scheduled for the top ranked offeror. If the final negotiation is successful, the Audit Committee and Finance Director will make a recommendation to the Board of Commissioners to award a single contract to that offeror. The Board may require additional information or negotiations before the Board will approve an award of the contract.

Should negotiations with the selected offeror become unsuccessful, the Agency reserves the right to cease negotiations with the offeror. In the event of cessation of negotiations with the first selected offeror, the Agency reserves the right to either enter into similar interviews and negotiations with the next highest ranked offeror, and so on, or take other action as it deems most beneficial.

INSTRUCTIONS TO OFFERORS

1. **Notice of Intent to Propose.** If your firm elects to respond to this RFP, notify Karen Rizer at the following email address: krizer@stcloudhra.com by noon CDT on September 20, 2023.
2. Prospective offerors requiring any explanation or interpretation of the solicitation must request it in writing by noon CDT on September 27, 2023. The request must be sent to Karen Rizer at the following email address: krizer@stcloudhra.com. Any information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors via email who have provided notice of intent to propose.
3. All responses to the RFP must be provided electronically to krizer@stcloudhra.com with the subject: **Response to RFP for Audit Services**. Due Date and Time: October 5, 2023, noon CDT. Any proposal received after will be considered late and will not be considered.
4. No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for ninety (90) days from said deadline.
5. The proposal must be completed in its entirety, as indicated under the Proposal Format.
6. Offerors may supplement their proposal with an additional bookmark for the purpose of adding or otherwise explaining any further conditions the offeror wish to have considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected, or further considered by the evaluation committee.

PROPOSAL FORMAT

The Agency intends to retain the successful offeror pursuant to a “Best Value” basis, not a “Lowest Bid” basis, i.e., the Agency will consider other factors than cost in making the award decision. All proposals submitted in response to this RFP must be formatted in accordance with the sequence and instructions provided below. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

Bookmark 1. Cover Page. The cover page should be in the provided format which is included in the Attachments.

Bookmark 2. Knowledge and Experience (Maximum Page Limit: 3 Pages). This section should provide information on the size of the firm, experience with auditing housing authorities, HUD program regulations, single audits, and FDS submissions. Include information on the firm’s client portfolio and the services offered by the firm.

The offeror shall identify whether or not subcontractors will be used for the engagement, if awarded, and/or if the proposal is a joint venture with another firm. All information required from the offeror must also be included for any major subcontractors or from any joint venture.

Bookmark 3. Management and Staffing Plan (Maximum Page Limit: 8 Pages). Provide a management plan that describes the firm’s audit approach, including consideration of laws and procedures, the process for review, and quality control of services to be provided. Include in the response, an alternate schedule for completing the services, if different from the schedule outlined in the Scope of Work. In addition, describe any assistance expected of the Agency’s staff, if other than outlined in the RFP.

Provide a staffing plan that identifies key personnel and other staff who will be assigned to the project and duties to be performed on the project.

- For the principal supervisory and management staff, including engagement partners, managers, or other supervisors, indicate whether each person is licensed to practice as a certified public accountant in the state.
- For each staff, provide their job title, background, and experience, including information on the government auditing experience of each person, relevant continuing professional education, and membership in organizations relevant to the performance of this audit.
- Include in the staffing plan, the total estimated hours to be performed onsite and offsite at the auditor's office by job classification, for example, partner, manager, senior, and staff.

Bookmark 4. References. Provide five (5) references of housing authorities currently under contract with the firm or clients served within the past five (5) years for whom the offeror has performed similar services to those described in the RFP. The list shall include the: client's name, client's contact name, telephone number and email address, the date the service(s) was provided, and a brief narrative description and scope of the service(s), including key personnel and contract value.

The firm is also required to submit a copy of the report of its most recent external peer review report as approved by a State Society of CPAs. The firm shall also provide information on the results of any HUD QASS review, other federal or state desk reviews or field review of its audits during the past five (5) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organization.

Bookmark 5. HUD form 5369-C, Certifications and Representations of Offerors, Non-Construction.

Bookmark 6. Price Proposal. Submit a price proposal for 2023, 2024, and 2025. The price for each year should be a single number fixed fee. The only variable that could be considered would be an add-on based on the number of major programs. There will be no separate add-ons for travel or other costs. Should your firm have any of those costs, they should all be included in the single number fixed fee. Should the chosen firm be retained into year four, prices for years four and five will be negotiated prior to year four.

Equitable Adjustment. At any time, the Agency may, by written notice, make changes in or additions to work or services within the general scope of the agreement. If such changes are made, an equitable adjustment will be made in the cost of the audit. If the auditor believes that a change in or addition to work is beyond the general scope of the agreement, the auditor must notify the Agency in writing within 10 days of notification to begin such work. The final administrative authority in settling such disputes shall rest with the Agency.

ATTACHMENTS

Please Complete and Return This Form with Your Proposal as Bookmark 1

Request for Proposals for Independent Professional Audit Services

Cover Page

Issue Date: September 5, 2023

Title: Independent Professional Audit (IPA) Services

Period of Contract: **Initial – For the year ended December 31, 2023**
(Renewable four additional years thereafter, based upon performance)

Due Date: **October 5, 2023 Noon, CDT**

Delivery Address: krizer@stcloudhra.com

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE SIGNED PROPOSAL, OR AS MUTUALLY AGREED UPON THROUGH SUBSEQUENT NEGOTIATION, THE UNDERSIGNED FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF THE SUBMITTING FIRM.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Federal ID #: _____ State BOA Firm #: _____

Telephone Number: _____ FAX Number: _____

E-Mail of Contact: _____

Signature of Person
Submitting Proposal: _____

Printed Name: _____

Title: _____

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:
