

REQUEST FOR PROPOSAL AUDIT SERVICES

A. INTRODUCTION

The Housing Authority of the City of Benicia (BHA) is inviting proposals from independent public accounting firms to perform an audit of BHA's various programs for fiscal year ending **March 31, 2020**.

The audit shall be made in accordance with Generally Accepted Auditing Standards (GAAS) issued by American Institute of Certified Public Accountants (AICPA) and Governmental Auditing Standards (also referred to as "Yellow Book") issued by the Comptroller General of the United States, General Accounting Office (GAO). The audit and the reports to be issued shall meet the requirements of Single Audit Act of 1984 (and Single Audit Act Amendments of 1996), OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations" and OMB Circular A-133 Compliance Supplement. The financial statements are to be prepared by the auditor using Generally Accepted Accounting Principles (GAAP), and in accordance with HUD's timetable for submission. The Auditor shall electronically submit BHA's annual financial information to HUD's Real Estate Assessment Center (REAC) via the Internet. The audit report and financial statements, as well as working papers, will be subject to review and approval by HUD.

B. SUMMARY STATEMENT

BHA established July 17, 1942 is an independent public agency established to provide housing for low-income households under the U.S. Housing Act of 1937 and the State of California Health and Safety Code (34200-34219). The Benicia City Council has appointed and delegated policy functions to a Board of Commissioners. The Housing Authority Executive Director is the principal administrator.

BHA is responsible for the management of publicly owned or assisted-housing projects and operation of rent-subsidy programs. BHA serves the incorporated areas of Benicia.

The Department of Housing and Urban Development, by means of an Annual Contribution Contract and Capital Fund, partially subsidizes its operation. BHA is responsible for the management of a single 75-unit public housing complex and related programs including the Section 8 Housing Choice Voucher Program.

BHA operates an 80-unit senior housing complex and receives annuity funds from the State of California (HCD) to help finance its operation.

C. GENERAL INFORMATION

1. Regulations pertaining to the U.S. Department of Housing and Urban Development (HUD) promulgate assisted programs. Attachment 1 is a list of major federally assisted programs of BHA.

The Authority's fiscal year begins on April 1st and ends on March 31st annually. The last audit was performed for the fiscal year that ended on **March 31, 2019**. Prior year audit reports and financial statements may be reviewed at the BHA office located at 28 Riverhill Drive, Benicia, California, 94510. Please call Julie Peterson, Executive Director at (707) 745-2071, Ext. 15.

2. Payment to the Independent Auditor by BHA does not require prior approval by HUD. This fee may be broken up into progress payments as mutually agreed.
3. BHA utilizes a Windows-based software system called "HAPPY" developed by HAPPY Software to administer our housing programs. The Authority uses QuickBooks for our accounting functions, including payroll.
4. Each federally assisted program has its own separate book of accounts.
5. BHA, in addition, master leases two 40-unit Senior Housing Complexes in connection with the State of California (HCD) Rental Housing Construction Program (RHCP).
6. This is the fourteenth year that BHA will be required to submit financial statements prepared in accordance with GAAP. HUD has issued a PHA GAAP Conversion Guide; this guide and other information may be obtained from HUD's Real Estate Assessment Center (REAC) web site @ www.hud.gov/reacreaфин.html.

D. SERVICES REQUIRED

1. A financial statement and compliance audit of the Housing Authority for fiscal year ending March 31, 2020 performed in accordance Section A, paragraph 2 of this RFP. The statement should include the following:

- Balance Sheet
- Statement of Revenues, Expenses and Changes to Retained Earnings
- Statement of Cash Flow
- Combining Financial Statements (GAAP basis) by fund/program
- Report on Compliance With Applicable Laws, Regulations and Grant Agreements for:
 - Section 8 Housing Assistance
 - Low Income Public Housing Program
 - Capital Fund Programs
 - Rental Housing Construction Program (RHCP) – State of CA

The above procedures should be performed in accordance with OMB Circular, A-133, the Public and Indian Housing Compliance Supplement, and the State of California Rental Housing Construction Program Operation Manual 1989.

- Report on Internal Controls in accordance with OMB Circular, A-133.
 - Supplemental Reporting Requirements – Reserve Account
 - Supplemental Reporting Requirements – Return on Investments
 - Prepare Bureau of Census Data Collection form
2. Attestation by auditors on Financial Data System (FDS) data as to its “fair presentation in relation to audited basic financial statements” in accordance with GAA standards.
 3. A separate attestation of agreed-upon procedures engagements under AICPA Statement on Standards for Attestation Engagements (SSAE) No. 4. Agreed-Upon Procedures Engagements whereby the auditor compares the electronically submitted data in the REAC staging database to the hard copy of the audit report and FDS.
 4. If the need for other audit services arises concerning the fiscal year under audit, the Housing Authority expects to be able to negotiate with the selected auditor to obtain the additional services needed.

5. REPORTS

- (1) One unbound and 20 bound copies of the Housing Authority audit opinion, financial statements and compliance report shall be submitted to the Housing Authority Executive Director within **180 days** after the close of the Authority’s fiscal year. The Single Audit Act stipulates a submission requirement of no later than six (6) months after the end of the audit period and REAC stipulates a 9-month submission deadline. However, the authorities require that the audit report and REAC report shall be submitted within 180 days after the closing of BHA’s fiscal year end.

Fiscal Year Ending 03/31/14 financial statements and compliance report shall be submitted to the Housing Authority Executive Director no later than **October 30, 2020**. REAC submission is due no later than **October 30, 2020**.

- (2) Preparation of the Data Collection Form for submission to the Federal Audit Clearinghouse.
- (3) Any other reports as requested by the Housing Authority and as required by HUD’s Uniform Financial Reporting Standards (UFRS) for Public Housing Authorities.
- (4) The Auditor shall attend and present a report to the Board of Commissioners at its Board Meeting upon completion.

E. EVALUATION OF AUDIT PROPOSALS

1. Evaluation Committee. An Evaluation Committee will evaluate Proposals received.
2. Review of Proposals. The Evaluation Committee will use a three-step method.

Step 1. Proposals must meet certain mandatory criteria in order to qualify for further evaluation.

- | | | | |
|--------------------------|--|-----|----|
| <input type="checkbox"/> | Is the firm properly licensed? | yes | no |
| <input type="checkbox"/> | Is the firm independent? | yes | no |
| <input type="checkbox"/> | Has disciplinary action been taken
or pending against the firm? | yes | no |

What is the PIH/REAC rejection rate of your Audits?

Have you had a Quality Assurance audit done by PIH/REAC QASS division? If so, may we obtain a copy?

Step 2. Proposals will be scored using the following technical criteria.
Points for each question will range from 0-15

- ☐ Does the firm have a quality control program to help ensure adherence to high professional standards? (0-10)
- ☐ Does the firm subject itself to "Peer Review" in order to provide an independent review of its quality control policies and procedures? (0-5)
- ☐ Did the "Peer Review" cover the governmental auditing section and was the "Peer Review" opinion attached? (0-5)
- ☐ Does the proposal fully respond to the needs of BHA with regard to this audit? (0-5)
- ☐ Will the firm be able to meet the authorities' 180-day deadline? (0-10)
- ☐ Is the quality of the firm's professional personnel to be assigned to the engagement and quality of the firm's management support personnel available for technical consultation adequate? (0-15)
- ☐ Has the firm audited other Housing Authorities? If so, please state and let us know if we may contact them. (0-15)
- ☐ Will the field personnel to be assigned to the engagement have previous Housing Authority or local government experience? (0-15)

- ☐ Does the proposal adequately describe in a clear, concise, and understandable manner the work to be performed including sampling techniques and analytical procedures to be used? (0-15)
- ☐ Does the proposal demonstrate the firm's familiarity with generally accepted accounting principals (GAAP) as they apply to Housing Authorities? (0-10)
- ☐ Has the firm had any prior experience with conversion from HUD accounting to GAAP (0-5)?
- ☐ Has the firm's prior experiences with BHA or another Housing Authority, if any, been acceptable? (0-10)

Step 3. The score based on the cost of the proposal will be calculated by using the following formula:

$$\frac{\text{Lowest Cost of All Bids X 10 points}}{\text{Cost Proposed by this firm}}$$

The maximum technical score is 120 points. The maximum number of points relating to cost is 10. These will be added to the technical score.

F. PROPOSAL CONTENT AND FORM

1. Proposals must be for the entire scope of the requirements stated in paragraph "D." Partial bids will not be considered, although joint venturing the paragraph "D" requirements is acceptable and encouraged. The proposal should be contained in a single bound document not to exceed twenty (20) pages. Proposals are to be submitted in a sealed envelope to BHA by the date and time stipulated in Section L of this RFP. The date-time stamp in the Housing Authority Office will be the determining factor on the time of receipt.
2. The proposal must contain specific information to facilitate its evaluation as outlined in paragraph E and presented in the following suggested format:
 - a. Table of Contents.
 - b. Description of your organization and firm's size.
 - c. Prior Housing Authority and local government auditing experience.
 - d. Qualifications of staff members to be assigned to the audit, their position in the firm, the types and amount of audit experience each staff member possesses in the activities to which the proposal relates. In addition, include a description of how overall supervision will be provided.
 - e. Work to be performed and compensation:

- (1) Statement of understanding of work to be performed.
- (2) Completion of Attachments 3A and 3B.
- (3) Documentation of Licensing and Insurance. Evidence of Professional Liability insurance in the amount of \$1,000,000 and Workers' Compensation insurance in the amount required by the State of California must be provided upon an award of contract.
- (4) The Auditor will carry and maintain throughout the period of this contract, at its sole cost, liability insurance to cover all classifications of work herein contemplated, minimum limits of coverage of \$1,000,000 per person per incident. Certificates of insurance coverage shall be furnished to the BHA immediately upon effective date of the resulting contract. Such insurance shall be adequate to protect both the Auditor and BHA from all liability because of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of contracted services. Auditor shall furnish the BHA with Certificates of Insurance reflecting the coverage required by this clause.

G. AWARD BASIS

1. At the option of the Housing Authority, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.
2. The Housing Authority reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which the Housing Authority, acting in the sole and exclusive exercise of its discretion, deems to be in the Housing Authority's best interest. BHA reserves the right to determine the days, hours and location that the successful firm and or individual(s) shall provide the services called for in this RFP. BHA shall have no obligation to compensate any firm and or individual (s), for any costs incurred in responding to this RFP. The award of the contract will not necessarily be made to the firm offering the lowest price. The recommendation of the finalist will be made to the Board of Commissioners for their consideration.

H. CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the Housing Authority intends to enter into a contractual agreement with the selected bidder. Contract discussion and negotiation will follow the award selection. Bidders must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP, or developed subsequently during the selection process.

I. OTHER TERMS AND CONDITIONS

1. INSURANCE REQUIREMENT (see Attachment 1)

2. WORK PRODUCT

a. All work papers prepared in connection with the contracted services will remain the property of the successful bidder. The work papers must be retained for a period of five (5) years and be made available to BHA or HUD upon request. Except for disclosure to HUD and BHA, the audit report work papers, data, and records shall be held confidential by the audit firm. Auditor acknowledges that information disclosed to it concerning the BHA's operations during performance of the contract is confidential and/or proprietary to the BHA and shall not be disclosed to third parties without the BHA's prior written consent.

b. All reports rendered to the Housing Authority are the exclusive property of BHA and subject to its use and control.

3. INDEPENDENT CONTRACTOR

The successful bidder and its agents, officers and employees shall act at all times in an independent capacity during the term of the agreement and in the performance of the services to be rendered there under, and shall not act as, and shall not be, and shall not in any manner be considered to be agents, officers or employees of the BHA.

Indemnification: To the full extent authorized by law, Auditor agrees to indemnify, hold harmless and defend BHA, its commissioners, employees and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs and other costs and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment and reasonable attorneys' fees) as a result or failure to act on part of the Auditor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontract or agent in the fulfillment or performance of the terms and conditions of this Contract.

Compliance with Laws: Auditor agrees to comply with any applicable federal, state and local laws and regulations.

General: Persons who require special accommodations should contact the Executive Director at (707) 745-2071 Ext. 15.

4. ASSIGNMENT

The successful bidder thereof shall assign neither the agreement, nor any part without the prior written consent of the Housing Authority.

5. AFFIDAVIT (See Attachment 4)

J. BIDDERS QUESTIONS

Any technical questions concerning the request for proposal should be submitted in writing to:

Julie Peterson, Executive Director
Housing Authority of the City of Benicia
28 Riverhill Drive
Benicia, CA 94510
Tel. (707) 745-2071, Ext. 15

Such questions must be received by the date and time stipulated in the calendar of events. Written responses, if appropriate, to these questions will be provided to the requestor no later than 4:00 PM on **February 21, 2020**.

K. LENGTH OF CONTRACT – TERMINATION CLAUSE – FEE SCHEDULE

You are invited to submit a proposal for audit for a two-year period. The audit is for the fiscal year ending. However, BHA may terminate the audit contract upon written notice to the Contractor not less than sixty (60) days before the close of the fiscal year to be audited. Estimated hours and proposed fees are to be submitted on Attachment 3A and Attachment 3B.

L. PROPOSAL SUBMISSIONS

All proposals must be submitted to:

Julie Peterson, Executive Director
Housing Authority of the City of Benicia
28 Riverhill Drive
Benicia, CA 94510

All proposals must be in a sealed envelope clearly marked "AUDIT PROPOSAL." The proposals must be in our office no later than 4:00 PM on **Friday, March 13, 2020**.

If you have any questions regarding this RFP, please call Julie Peterson at (707) 745-2071, Ext. 15.

Sincerely,

Julie Peterson
Executive Director

- Attachments:
- | | |
|----|---------------------------------------|
| 1 | Insurance Requirement for Consultants |
| 2 | BHA Programs for Audit |
| 3A | Schedule of Estimated Hours and Costs |
| 3B | Schedule of Proposal Pricing |
| 4 | Affidavit |
| 5 | HUD 5369-B |
| 6 | HUD 5369-C |

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CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Housing Authority finds it necessary to change any of these dates, it will be done by addendum.

- | | |
|-----------------------|--|
| March 6, 2020 | 4:30 P.M. Receipt of Bidder's questions |
| March 13, 2020 | 4:00 P.M. Proposals Due |
| March 27, 2020 | Bid Award and Vendor Notification |

Schedule of Estimated Hours and Cost
This Schedule will be part of the Audit Proposal and Contract

Fiscal Year Ending March 31, 2020

<u>Level of Service</u>	<u>CPA Y/N</u>	<u>Rate</u>	<u>Estimated Hours</u>	<u>Cost</u>
Partner		\$		
Senior Staff		\$		
Junior Staff		\$		
Support Staff		\$		
Other Direct Costs		\$		
Travel		\$		

Name of Independent Public Accounting/Firm

Contracting Officer: Name and Title

Contracting Officer: Name and Title

Schedule of Proposal Pricing
This Schedule will be part of the Audit Proposal and Contract

<u>Fiscal</u> <u>Year</u>	<u>Proposal Pricing for:</u>	<u>Estimated</u> <u>Cost:</u>
03/31/2020	Housing Authority Single Audit	
	Regulatory	
	Major Programs	
	REAC IPA Review and Certification	

Proposal Submitted by:

Name of Independent Public Accountant/Firm

By: _____
Contracting Officer: Name & Title

Date

By: _____
Contracting Officer: Name & Title

Date

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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:

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:]