

**Milledgeville Housing Authority
Milledgeville, GA**

**REQUEST FOR PROPOSALS (RFP)
No. RFP-2020-02**

Financial Compliance and Auditing Services





The Milledgeville Housing Authority, GA

REQUEST FOR PROPOSALS

**FINANCIAL COMPLIANCE AND AUDITING SERVICES
[RFP-2020-02]**

The Milledgeville Housing Authority (MHA) is seeking proposals from qualified Accounting firms to provide financial compliance and auditing services.

This Request for Proposals (RFP) contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. It is the responsibility of the firm to periodically visit the website to retrieve any Addenda that may have been issued during this solicitation.

Prospective Proposers desiring any explanation or interpretation of the solicitation must submit requests to the attention of "Shonda Joyner" at sjoyner@mhahomes.org. The deadline for question submittal is Friday, March 20, 2020 by 3:00 p.m. EDT.

Submission will be evaluated on the criteria stated in the RFP. After evaluation of the responses, the Contract will be awarded to the Proposer/s representing the "Best Value" to MHA after preferences for Section 3 business concerns are considered. The resulting Contract may be funded through Section 3 covered assistance and as such will be subject to Uniform Guidance Title 2 CFR 200.

MHA and its affiliated entities reserve the right to reject any and all submissions.

Proposals should be plainly marked as "Proposal - Financial Compliance and Auditing Services" with the firm's name and return address. Faxed or e-mailed proposals are not acceptable and late proposals will not be opened.

Please submit 1 original proposal and 1 PDF (cd, usb, or email) to:

**Milledgeville Housing Authority
Attention: Shonda Joyner
545 West Martin Luther King Dr.
Milledgeville, GA 31061**

Notice: Contact with members of the MHA Board of Commissioners, or MHA officers and employees other than the contact person shown above, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful Proposer(s) could result in disqualification of your proposal. In fairness to all prospective Proposer(s) during the RFP process, if MHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Proposer has a competitive advantage over another. This does not include meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

MILLEDGEVILLE HOUSING AUTHORITY

By: _____
John Corcoran
Interim Executive Director

RFP Document

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INTRODUCTION

The Milledgeville Housing Authority (hereinafter, “the Agency”) is a public entity that was formed in 1957 to provide federally subsidized housing and housing assistance to low-income families, within Milledgeville, GA. The Agency is headed by an Executive Director (ED) and is governed by a six-person Board of Commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

Currently, the Agency administers rental assistance throughout Milledgeville for 167 Public Housing units and 149 Section 8 Housing units.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Towe and Mr. Mitchell.]	Shonda Joyner Telephone (478)445-2875 E-Mail: sjoyner@mhahomes.org TDD/TTY (800)229-5746 Matthew Mitchell, Real Estate Assistant E-Mail: matthew.mitchell@thehdc.org
QUESTION SUBMITTAL DEADLINE	Friday, March 20, 2020, 3:00 p.m. EDT
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL	<ol style="list-style-type: none">1. Submit 1 original proposal and 1 PDF (cd, usb, or email) of your original proposal to the MHA Procurement Department which follows the proposal format described in “Table No. 4” on pages 15-17. Hard copy proposals must be received in-hand, in a sealed box or envelope and time-stamped by the Agency no later than 3:00 p.m. on the date stated below.2. Submit with—but <i>not</i> within—your 10-tab “hard copy” proposal one (1) original of your completed and signed “Proposed Fees” form (Attachment C) in a separate sealed business envelope.
PROPOSAL SUBMITTAL DEADLINE	Friday, April 3, 2020, 3:00 p.m. EDT Attn: Shonda Joyner 545 West Martin Luther King Dr. Milledgeville, GA 31061

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GENERAL INFORMATION

Definitions: Throughout this Request for Proposals and all resulting documents, the terms below shall be defined as follows:

“**Best Value**” means that MHA will in an evaluation of each proposal submittal, consider factors other than just cost in making the award decision.

“**Contracting Officer**” when named within an RFP document shall refer to the Interim Executive Director.

“**Contract**” refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within an RFP document; such is referring to both the RFP documents and the ensuing contract document.

“**Contract Administrator (CA)**” is the MHA Interim Executive Director or his/her designated representative.

“**Contractor**” and the term "successful proposer" may be used interchangeably.

“**Day(s)**” unless otherwise specified, shall refer to calendar days.

“**HUD**” is the United States Department of Housing and Urban Development. HUD is the Federal agency from which MHA receives funding; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

“**Herein**” shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.

“**Executive Director**” is the MHA Interim Executive Director.

“**Offer**” is the proposal submittal that the proposer delivers to MHA in response to the RFP.

“**Offeror**” or “**Offerors**” are the proposer or proposers.

“**Parties**” When “the parties,” “both parties” or “either party” is stated within the RFP documents or the contract, such refers to MHA and the successful proposer(s).

“**Proposal,**” “**Proposal Submittal**” is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to MHA.

“**Protestant**” is a prospective proposer or proposer(s) who feel(s) that he/she has been treated inequitably by MHA and wishes MHA to correct the inequitable

condition or situation. To be eligible to file a protest with MHA pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer or proposer.

“Prospective Proposer,” “Proposer” or “Bidder” A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP-meaning, certain notices are only delivered to proposers and not to prospective proposers.

“Request For Proposals” (RFP) is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.

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1.0 HA'S RESERVATION OF RIGHTS:

- 1.1 The MHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the MHA to be in its best interests.
- 1.2 The MHA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The MHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 The MHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The MHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the MHA Contracting Officer (CO).
- 1.6 The MHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The MHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The MHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The MHA shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the MHA website and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the MHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the MHA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 Scope of Work

MHA and its affiliates are seeking proposals from qualified, licensed and bonded entities with demonstrated professional competence and experience to conduct Financial Compliance and to provide detailed auditing services. Audits performed by award of the RFP shall be performed in accordance with Generally Accepted Auditing Standards (GAAS), and will additionally require testing and study of internal accounting controls. The successful Proposer will be required to certify that each and every audit is performed in accordance with all applicable federal and state laws and regulations, and in accordance with Generally Accepted Auditing Principles (GAAP) and in accordance with HUD guidelines, where applicable.

The selected auditor shall provide the following services:

- Perform a financial and compliance audit of the MHA and all of its affiliates, regardless of Federal and other funding sources, under the Single Audit Act of 1982, the single Audit Act Amendments of 1996 and as defined with **Title 2 CFR 200**, and any applicable requirement of individual programs or grantees.

General Responsibility

As defined in Uniform Guidance contained in Title 2 CFR 200

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Audit Reports

MHA and its component units require annual audits. Program audits and Components are based on the fiscal year, beginning October 1 - September 30. Discrete Component units are based on the calendar year, beginning January 1 - December 31. The auditor will be required to perform work during the fiscal year and not wait until the end of the fiscal year in order to have completed audit reports timely. Once completed, the successful Proposer will be required to submit to MHA a total of 10 copies of the Single Audit report.

[Table No. 3]

	<u>Site Name</u>	<u>Units</u>	<u>End of Field</u>	<u>Draft Due</u>	<u>Final Report</u>
	Public Housing - Graham Homes	167	09-30-2019	11-29-2019	12-29-2019
	Elite Choice Property 501(c)(3)	149	09-30-2019	11-29-2019	12-29-2019
	Future's Bright 501(c)(3)	000	09-30-2019	11-29-2019	12-29-2019
	MHA Orchard Hill Landing GP LIHTC Corp	000	12-31-2019	02-29-2020	03-30-2020

Financial Statements

As defined in Uniform Guidance contained in Title 2 CFR 200

Internal Control

As defined in Uniform Guidance contained in Title 2 CFR 200

Compliance

As defined in Uniform Guidance contained in Title 2 CFR 200

Audit Follow-Up

As defined in Uniform Guidance contained in Title 2 CFR 200

Data Collection Form

As defined in Uniform Guidance contained in Title 2 CFR 200

Audit Reporting

As defined in Uniform Guidance contained in Title 2 CFR 200

Audit Work Papers

As defined in Uniform Guidance contained in Title 2 CFR 200

Determine MHA's major programs

As defined in Uniform Guidance contained in Title 2 CFR 200.

Engagement Letter

The Audit Engagement Letter shall be prepared in accordance with AICPA standards. It confirms the auditor's acceptance of the appointment and documents the agreed-upon Scope of Work and terms of the engagement and shall become a part of the ensuing contract between MHA and the selected auditor. The basic elements of the Audit Engagement Letter shall be (1) names of the parties to the contract; (2) audit schedule; and (3) reporting package and its format; and (4) the Auditor and MHA relationship regarding changes in the kind or amount of work required, and access to and ownership of audit products.

The MHA 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 using the rates specified in the agreement. If the auditor believes that a change in or addition to work beyond the General Scope of the agreement is required, it must notify MHA in writing within 10 days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with MHA.

The work papers prepared by the auditor during the audit are its own property. These documents shall be retained for a period of at least 3 years after issuance of the report. Copies of these work papers, if requested by MHA, HUD or any other governmental agency having jurisdiction to request such (i.e. Office of the Inspector General), are to be made available to the requesting party within 10 days of receipt of such request. All reports rendered to MHA by the auditor are the exclusive property of MHA and subject to its use and control, according to applicable laws and regulations.

Auditor's Responsibility

The auditor is responsible for conducting the audit in accordance with GAAS and/or GAGAS. The audit includes obtaining an understanding of MHA internal controls sufficient to plan an audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, the auditor is responsible for:

- Ensuring that the audit committee is aware of any reportable conditions that come to his/her attention; and
- Arrangements regarding the conduct of the engagement (i.e., timing, client assistance, availability of documents and use of specialists or internal auditors, etc); and
- Arrangements involving a predecessor auditor, fees, expense reimbursement and

- payable schedule; and
- Any limitation of or other arrangements regarding the liability of the auditor or MHA; and
- Any other conditions under which third parties may be granted access to the auditor work papers; and
- Provisions of services relating to regulatory requirements or other non-audit services.

Other Services To Be Provided

- The auditor must follow the PIH compliance supplement relating to the Public Housing Assessment System (PHAS).
- The auditor must perform compliance testing for the Operating Fund Calculation of Operating Subsidy.
- The auditor will be required to electronically transmit a copy of the audit report, footnotes and various attachments to the MHA in a rich text format file.
- The auditor will be required to electronically attest to the accuracy of the audit that has been entered into the Real Estate Assessment Center (REAC) Financial Assessment System (FASPHA) by MHA within 7 months of MHA's fiscal year end (September 30). All proposed work shall include any required assistance and verification that the Auditor must provide to assist and ensure the appropriate on-time submission of the audited Financial Data Schedule to HUD.
- The auditor must file tax returns before their due date. If the auditor files later than IRS deadline and a penalty is assessed, the auditor will be responsible for the penalty and reimburse MHA.
- Additional Services deemed necessary by the MHA. These services will be provided at the rates specified in the agreement at an agreed-upon time schedule.

As required Per Uniform Guidance Title 2 CFR 200:

MHA's Responsibilities

As defined within Uniform Guidance **Title 2 CFR 200**:

As required Per Uniform Guidance Title 2 CFR 200

As required Per Statement on Auditing Standards No. 85:

- Prepare Management Representation Letter. This is MHA's written representations on financial statements under examination by the auditor. In accordance with Generally Accepted Auditing Standards (GAAS), the auditor requests this document from MHA prior to the conclusion of the audit.

Management's Responsibility

Management is responsible for PHA financial statements, establishing and maintaining effective internal control systems; identifying and ensuring that MHA complies with applicable laws and regulations; making all financial records and related information

available to the auditor; adjusting the financial statements to correct material misstatements and for affirming to the auditor in the representation letter that the effects of any uncorrected misstatements aggregated by the auditor are immaterial, both individually and in the aggregate. At the conclusion of the audit, MHA management will provide the auditor with a letter that confirms certain representations made during the audit (Management Representation Letter).

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3.0 PROPOSAL FORMAT:

3.1 **Tabbed Proposal Submittal:** The MHA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the MHA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the MHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the MHA has published herein or has issued by addendum.

[Table No. 4]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal: This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i> This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form: This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Work</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1 herein, the proposer’s Demonstrated Understanding of the MHA’s Requirements. (Attachment G)
3.1.4.2		As detailed within Section 4.1 herein, the proposer’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer’s proposed Work Plan, including methodology of fact finding and planning, to provide the required services; and a proposed schedule to complete the work.
3.1.4.3		As detailed within Section 4.1 herein, the proposer’s Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of

		key positions, method of assigning work and procedures for maintaining level of service, etc.).
3.1.4.4		As detailed within Section 4.1 herein, the proposer’s Demonstrated Experience in performing similar work and the proposer’s Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.5		The proposed quality control program;
3.1.4.6		A complete description of the products and services the firm provides.
3.1.5	5	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of <i>Profile of Firm Form</i> . Such information shall include the proposer’s qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart) and a copy of the firm’s most recent audited financial report.
3.1.6	6	Client Information: The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client’s name;
3.1.6.2		The client’s contact name;
3.1.6.3		The client’s telephone number;
3.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were provided, including similar security recommendations and designs at similar organizations and a brief narrative description of those specific designs including scope; size; cost; principal elements and special features.
3.1.7	7	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must

		also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form and any documentation required by that form.
3.1.10	10	Attachments (Other Required Information): The proposer must include hereunder any other required information or documents that the MHA has deemed to be appropriate to the RFP. If such information or documents are necessary, they will be issued via Addenda to this RFP posted on the Internet site.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 **Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner (i.e. 3-ring binder, etc.) that the MHA can, if needed, remove the binding or remove the pages from the cover to make copies then conveniently return the proposal submittal to its original condition.

3.2 Submittal of Proposed Fees: Proposed fees shall be submitted by proposers on the "Proposed Fees" form (Attachment C) only. One (1) completed form with original signature is to be placed in a separate sealed business envelope and submitted with, but not in, the 10-tab "hard copy" proposal. ~~Proposer requests a fee for individual entities as well as hourly rates per position.~~ Do not submit, enter or refer to any fees or costs within the 10-tab "hard copy" proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying not specifically agreed to by the HA; etc. Any costs for approved travel required by the will be reimbursed at reasonable cost, as pre-approved by the HA.

3.3 Additional Information Pertaining to the Pricing Items:

3.3.1 Quantities: The MHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the MHA shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the MHA requires.

3.4 Proposal Submission: All proposals must be submitted and time-stamped received in the designated MHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). One original signature copy and one PDF (cd, usb, or email) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Milledgeville Housing Authority
Attn: Shonda Joyner
545 West Martin Luther King Dr.
Milledgeville, GA 31061

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.4.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the MHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the MHA decides that any such entry has not changed the intent of the proposal that the MHA intended to receive, the MHA may accept the proposal and the proposal shall be considered by the MHA as if those additional marks, notations or requirements were not entered on such. Each proposer who downloads these documents agrees to confirm all notices that the MHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.4.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times,

conditions, requirements and specifications set forth within all applicable documents issued by the MHA, including the RFP document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the MHA requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer's Responsibilities - Contact with the MHA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other MHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the MHA to not consider a proposal submittal received from any proposer who has not abided by this directive.

3.5.1 Addendums: All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the MHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.6 Recap of Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

RFP		
Section	Attachment	Attachment Description
3.7.1		This RFP Document

3.7.2	A	Form of Proposal
3.7.3	B	Profile of Firm Form
3.7.4	C	Proposed Fees
3.7.5	D	Section 3 Form
3.7.5.1	D-1	Section 3 Explanation
3.7.6	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.7.7	F	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.7.8	G	Form HUD-5370-C (1/2014), <i>General Conditions for Non-Construction Contracts Section I (with or without Maintenance Work)</i>
3.7.9	H	Scope of Work Agreement

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the MHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 6]

Evaluation Category	Evaluation Criteria	Max Points	Assigned Points
Qualifications and Technical Capabilities	Firm profile, Firm’s managerial and financial capacity, work history, client lists, resumes and letters of reference	20	
Demonstrated Experience in Performing Similar Work	Based on work history of similar work providing such services to other PHAs, past performance and/or letter of recommendation	20	
Demonstrated Understanding of the Requirements	Specialized knowledge, capability and ability based on knowledge and understanding of Scope of Work, available resources, realistic approach to performance of work, and quality of proposed services	20	
Cost	Based on total costs Offeror proposes to charge and its value	20	
Overall Quality of Proposal	Based on the opinion of the evaluator	20	
Total Points Assigned		100	

4.2 Evaluation Method:

4.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum requirements).

4.2.2 Evaluation Packet: An evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1 Instructions to Evaluators;
- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;

4.2.2.5 Copy of all pertinent RFP documents.

- 4.2.3 **Evaluation Committee:** The MHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.6 of this document, the designated CO is the only person at the MHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 **Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the MHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.5 **Potential “Best and Finals” Negotiations:** The MHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the MHA in a timely manner as possible, but in any case within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- 4.2.6 **Determination of Top-ranked Proposer:** The points awarded by the evaluation committee shall be combined with the points awarded by the CO to determine the final rankings, which shall be forwarded by the CO to the Interim Executive Director for approval. If the evaluation was performed to the satisfaction of the Interim Executive Director, the final rankings will be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the MHA's option, be conducted prior to or after the BOC approval.

5.0 Mistake in Proposal Submitted:

- 5.1.1 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at MHA discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the MHA, for his/her review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any proper an advantage over another.

- 6.0 Disqualification of Proposers:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Proposer and the rejection of his/her proposal:
- 6.1** Evidence of collusion among prospective Proposers. Participants in such collusion will receive no recognition as Proposers or Proposers for any future work with MHA until such participant shall have been reinstated as a qualified bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - 6.2** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
 - 6.3** Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.
 - 6.4** Unsatisfactory performance record as shown by past work for MHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress. Incomplete work, which in the judgment of MHA, might hinder or prevent prompt completion of additional work, if awarded.
 - 6.5** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
 - 6.6** Failure to comply with any qualification requirements of MHA.
 - 6.7** Failure to list, if required, all subcontractors (if subcontractors are allowed by MHA) who will be employed by the successful Proposer(s) to complete the work of the proposed contract.
 - 6.8** As required by the RFP documents, failure of the successful Proposer to be properly licensed by the City, County and/or the State of Georgia and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Proposer receives an award unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to MHA within 10 days of contract signature

7.0 CONTRACT AWARD:

7.1 Contract Award Procedure: If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

7.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the “Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the MHA, including the contract clauses already attached. Accordingly, the MHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

7.1.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the MHA pursuant to this RFP:

7.1.3 Contract Form: The MHA will not execute a contract on the successful Proposer’s form--contracts will only be executed on the MHA form and by submitting a proposal the successful Proposer agrees to do so (please note that the MHA reserves the right to amend this form as the MHA deems necessary). However, the MHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the Proposer wishes to include therein and submits in writing a request for the MHA to do so; but the failure of the MHA to include such clauses does not give the successful Proposer the right to refuse to execute the MHA's contract form. It is the responsibility of each prospective Proposer to notify the MHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The MHA will consider and respond to such written correspondence, and if the prospective Proposer is not willing to abide by the MHA's response (decision), then the prospective Proposer shall be deemed ineligible to submit a proposal.

7.1.3.1 Please note that the MHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

7.1.4 Assignment of Personnel: The MHA shall retain the right to demand and receive a change in personnel assigned to the work if the MHA believes that such change is in the best interest of the MHA and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited: The successful Proposer 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 CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the MHA, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; either as determined by the CO.

- 7.2 Contract Period:** The MHA anticipates that it will initially award a contract for the period of 1 year with the option, at the MHA's discretion, of 2 additional one-year option periods.
- 7.3 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful Proposer* will be required to provide:
- 7.3.1** An original certificate evidencing the Proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 7.3.2** An original certificate evidencing General Liability coverage, naming the MHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the MHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 7.3.3** An original certificate showing the Proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
 - 7.3.4** An original certificate showing the Proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;
 - 7.3.5** A copy of the Proposer's business license allowing that entity to provide such services within the State of Georgia;

7.3.6 If applicable, a copy of the Proposer's license issued by the State of Georgia licensing authority allowing the Proposer to provide the services detailed herein.

7.4 **Right to Negotiate Final Fees:** The MHA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the MHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the MHA has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the MHA shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. The MHA shall also retain the right to negotiate with and make an award to more than one Proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

8.0 Award of Proposal(s): The award shall be to the top-rated responsive and responsible Proposer(s) determined by the evaluation process, presentations (if requested), negotiations, Best & Final Offers (BAFO), MHA's business needs, Proposer's ability to deliver within budget the specified items in a timely manner, and in MHA's opinion, it is in the best interest to accept the proposal after preferences for Section 3 business concerns are considered. MHA reserves the right to award multiple contracts and will not consider "All or None" proposals or bids.

9.0 Right to Protest:

9.1 Rights: Any prospective or actual Proposer, Offeror, or Contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

9.1.1 An alleged aggrieved "Protestant" is a prospective Proposer or Proposer who feels that he/she has been treated inequitably by MHA and wishes MHA to correct the alleged inequitable condition or situation. To be eligible to file a protest with MHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Proposer (i.e. recipient of the RFP documents) when the alleged situation occurred. MHA has no obligation to consider a protest filed by any party that does not meet these criteria.

9.1.2 Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of MHA's procurement policy. Any protest against a MHA solicitation must be received before the due date for receipt of bids or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Contracting Officer for a written decision. The Contracting Officer shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be

considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF RFP NO. RFP-2020-02
Milledgeville Housing Authority
Attn: Shonda Joyner
545 West Martin Luther King Dr.
Milledgeville, GA 31061

10.0 Disputes Under the Contract:

- 10.1 Procedures:** In addition to the procedures detailed within Form HUD-5370 CI General Conditions for Non-Construction Contracts, in the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing.
- 10.2** The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

11.0 Additional Considerations:

- 11.1 Escalation:** Unless otherwise specified within the RFP documents the percentage of gross receipts reflected in the proposal shall remain firm with no provision for changes during the term of any resulting contract.
- 11.2 Required Permits and Licenses:** Unless otherwise stated in the RFP documents, all federal, state or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the MHA or the Proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer to procure and provide such necessary permits or licenses.
- 11.3 Taxes:** All persons doing business with MHA are hereby made aware that MHA is exempt from paying Georgia State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.4 Government Standards:** It is the responsibility of the prospective Proposer to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Baldwin County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Proposer shall be responsible for all costs incurred for compliance with any such possible

ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

- 11.5 Delivery:** The successful Proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Proposer. Upon default, the successful Proposer agrees that MHA may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.
- 11.6 Work on MHA Property:** If the successful Proposer's work under the contract involves operations by the successful Proposer on MHA premises, the successful Proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, shall indemnify MHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful Proposer, its agents, employees, or subcontractors.
- 11.7 Official, Agent and Employees of the MHA Not Personally Liable:** It is agreed y and between the parties hereto that in no event shall any official, officer, employee, or agent of the MHA in any way be personally liable or responsible For any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.8 Subcontractors:** Unless otherwise stated within the RFP documents, the successful Proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the MHA. Also, any substitution of subcontractors must be approved in writing by MHA prior to their engagement.
- 11.9 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFP documents, the successful Proposer shall pay all salaries and expenses of, and all federal, Social Security taxes, federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Proposer further agrees to comply with all federal, state and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 11.10 Independent Contractor:** Unless otherwise stated within the RFP documents or the contract, the successful Proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.11 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.12 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.13 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and MHA may pursue compensatory and/or liquidated damages under the contract.
- 11.14 Limitation of Liability:** In no event shall MHA be liable to the successful Proposer for any indirect, incidental, consequential or exemplary damages.
- 11.15 Indemnity:** The Contractor shall indemnify and hold harmless MHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any personal injury or property damage received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF MHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVERALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF MHA.**
- 11.16 Public/Contracting Statutes.** MHA is a governmental entity as that term is defined in the procurement statutes. MHA and this RFP and all resulting

contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement.

11.17 Termination: Any contract resulting from this RFP may be terminated under the following conditions:

11.17.1 For Termination for Cause: As detailed within Form HUD-5370 CI, General Conditions for Non-Construction Contracts, attached hereto:

11.17.1.1 MHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from MHA, fails to correct such failures within seven (7) days or such other period as MHA may authorize or require.

11.17.1.1.1 Upon receipt of a notice of termination issued from MHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by MHA in the notice of termination.

11.17.1.1.2 MHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

11.17.2 Termination for Convenience: In the sole discretion of the Contracting Officer, MHA may terminate any and all contracts resulting from this RFP in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of MHA.

11.17.2.1 The rights and remedies of MHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

11.17.2.2 In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration,

MHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to MHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

11.18 Invoicing:

- 11.18.1** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her proposal or best and final offer as accepted by MHA.
- 11.18.2** Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, date of service, and address of service location or delivery address.
- 11.18.3** Contractor(s) must submit a separate invoice for each purchase order issued by MHA. Each service delivery must have a separate and unique purchase order number.
- 11.18.4** Payment shall be made by MHA's Finance Department within 30 days of the receipt of a properly submitted invoice and MHA's acceptance of Contractor's work unless MHA earns the discount for early payment offered by Contractor. One (1) original invoice with supporting documentation shall be promptly submitted, to:

**Milledgeville Housing Authority
545 West Martin Luther King Dr.
Milledgeville, GA 31061**
- 11.18.5** All invoices shall be submitted to MHA within 30 days of receipt of goods or services. MHA reserves the right to deny payment if not invoiced within this time frame.

Additional Information to Consider:

Executive Order 11061: Both parties agree that they will comply with this order, which directs the Secretary of HUD to take all action, which is

necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

Lapse in Insurance Coverage: In the event Contractor fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor's expense, and pay MHA in full for all costs and expenses incurred by MHA under this Contract as a result of Contractor's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to MHA's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover, MHA shall retain from monies or payments owed to Contractor by MHA five percent (5%) of the value of the Contract and place this retainage into an account to cover MHA's potential exposure to liability during the period of such lapse. This retainage shall be held by MHA until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against MHA for any matter that should have been covered by the required insurance.

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[Table No. 7]

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**FORM OF PROPOSAL
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed bid submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” bid submittal submitted by the bidder. Also, complete the Section 3 Statement and the Bidder’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(One copy of the bid)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (Attachment F)
_____	Tab 3 Profile of Firm Form (Attachment B)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability, including resumes
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement and Diversity Plan
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 Section 3 Business Preference Documentation (Optional; Attachment C)
_____	Tab 10 Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES ___ or NO ___. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming?
_____.

BIDDER’S STATEMENT

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this IFB.

Signature Date Printed Name Company

**PROFILE OF FIRM FORM
(Attachment B)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in Georgia; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

- (8) Federal Tax ID No.: _____

**PROFILE OF FIRM FORM
(Attachment B)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (9) Local Business License No. (if applicable): _____
- (10) State of Georgia License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) Debarred Statement. Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Georgia, or any local government agency within or without the State of Georgia? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.
- (17) Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.
- (18) Verification Statement. The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the Agency discovers that any information entered herein is false, that shall entitle the Agency to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

RFP# RFP-2020-02, Financial Compliance and Auditing Services

**PROPOSED FEES
(Attachment C)**

COMPANY NAME:

Proposed Fees

Proposers must enter in the green boxes the proposed estimated hours and the hourly fee for each listed position, as well as a lump sum amount for expenses. The ensuing total sum will be the firm fixed fee for the proposed work for the fiscal year (FY). You must list a proposed fee for each item. A "no bid" will not be allowed for any item. If the same person from your firm will be performing work for multiple positions, then we would expect you to propose the same hourly fee for each, though such is not required. Each of the following positions is inclusive of all necessary clerical work. Note that the proposed fees submitted by each Proposer are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

RFP Section	Item No.	Estimated Hrs.	Hourly Fee	Position
Audit Year 20XX				
3.2.1	1			Partner/Owner
3.2.2	2			Manager/Supervisor
3.2.3	3			Senior Auditor
3.2.4	4			Junior Auditor
Subtotal:				0.00
Expenses:				
Audit Year 20XX Total Sum:				\$0.00

Offeror's Statement

The undersigned Offeror hereby states that by completing and submitting this form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if MHA discovers that any information entered herein is false, that shall entitle MHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting this proposal submittal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by MHA, either in hard copy or electronically via mha website. Pursuant to all RFP documents, Form of Proposal and all attachments, the undersigned proposes to supply MHA with the auditing services described herein for the fees entered pertaining to this RFP.

Signature

Date

Printed Name & Title

Section 3 Business Preference Submittal Form
(Attachment D)

- 1.0 **Introduction.** This form must be fully completed, accompanied by all required attachments, for any bidder claiming a Section 3 Business Preference (hereinafter, "Preference").
- 1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2 Each bidder shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3 The bidder shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "preference claim" will be accomplished. Failure on the part of the bidder to include any such required attachment fully explaining the claim of the bidder shall result in the Agency not considering the claim for a Preference (though the Agency may, if awarded, later require the bidder to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 2.0 **Current Section 3 Status.** The undersigned bidder hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder has attached justifying documentation for each item following marked with an "X"):

2.1 It is 51% or more owned by a Section 3 resident(s):

[Table No. 1]

(1) Section	(2) Mark "X"* if Included	(3) Description
2.1.1		Agency resident lease
2.1.2		Evidence of participation in a public assistance program
2.1.3		Articles of Incorporation
2.1.4		Fictitious or Assumed Business Name Certificate
2.1.5		List of owners/stockholders and % of each
2.1.6		Latest Board minutes appointing officers
2.1.7		Organization chart with names and titles and brief functional statement
2.1.8		Partnership Agreement
2.1.9		Corporation Annual Report

**Section 3 Business Preference Submittal Form
(Attachment D)**

2.2 ____ At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

[Table No. 2]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income. Also attach proof of the income, such as a copy of the last tax return (please be sure to “black-out” all but the last 4 digits of the person(s) social security number), or any other documentation showing proof of receipt of public assistance.

Section 3 Business Preference Submittal Form
(Attachment D)

2.3 ___ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

[Table No.3]

(1)	(2)	(3)
Name of Section 3 Firm Receiving the Subcontract	Total Amount of Subcontract(s)	Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

2.3.2.3 Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to “black-out” all but the last 4 digits of the person(s) social security number).

3.0 The undersigned bidder hereby declares:

3.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

3.2 He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:

3.2.1 NOT award the bidder a Preference; and

3.2.2 If the Agency deems such is warranted (e.g. in the case of submitting information the bidder knows to be untrue), declare such bidder to be nonresponsive and not allow the bidder to receive an award.

3.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment

Section 3 Business Preference Submittal Form
(Attachment D)

to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful bidder has need to hire additional employees during the term of the ensuing contract.

The undersigned bidder hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

Signature

Date

Printed Name

Company

Section 3 Business Preference Explanation
(Attachment D-1)

- 1.0 Introduction. The purpose of this document is to, in simplified terms, explain to bidders major issues pertaining to the Section 3 Business Preference program required by the HA's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

- 2.0 What is Section 3?
 - 2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including those communities served by the HA. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Milledgeville Housing Authority (hereinafter, "the Agency"), preference must be given to low- and very low-income persons residing in Baldwin County, GA (Section 3 resident), or Section 3 business concerns.
 - 2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the Agency completes for work—the requirements of Section 3 DOES NOT apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."
 - 2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

- 3.0 What does the term "Section 3 resident" mean?
 - 3.1 A "Section 3 resident" is:
 - 3.1.1 A public housing resident of the Agency; or
 - 3.1.2 A low- or very low-income resident of Baldwin County, GA.
 - 3.1.2.1 Low- and very low-income within Baldwin County, GA is defined as residents within the following income levels for FY 2019 (Median Income = \$53,400):

[Table No. 1]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$27,900	\$31,900	\$35,900	\$39,850	\$43,050	\$46,250	\$49,450	\$52,650
Extremely Low (30%)	\$16,750	\$19,150	\$21,550	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Low (80%)	\$44,650	\$51,000	\$57,400	\$63,750	\$68,850	\$73,950	\$79,050	\$84,150

Income Limit figures are based on FY2019 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2019 FMR documentation.

Section 3 Business Preference Explanation
(Attachment D-1)

4.0 What does the term "Section 3 business concern" mean?

4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:

4.1.1 It is 51% or more owned by a Section 3 resident; or

4.1.2 At least 30% of its full time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or

4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5.0 Is participation in Section 3 optional?

5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Agency will offer all bidders the option of a Preference.

5.2 In response to a competitive solicitation (specifically, this Invitation for Bids or IFB), bidders are not required to respond to the Agency with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder to be deemed non-responsive); however, if a bidder does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.

5.3 Regardless of whether a bidder claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a contractor receiving an award from the Agency take part in the Section 3 program?

6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extent feasible," take part in the program.

6.1.1 If the bidder wishes, he/she may claim a Preference during the competitive solicitation process (please see Document 3.0, most specifically Section 2.0 thereon). Pertaining to this QSP competitive solicitation process, the Agency will give a Preference based upon the following:

[Table No. 2]

Description	Preference = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000

Section 3 Business Preference Explanation
(Attachment D-1)

At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1½ % of lowest responsive bid, with no dollar limit

6.1.2 It is possible that a Contractor may demonstrate, to the Agency's satisfaction that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the Contractor and approved by the Agency or that Contractor may be deemed not responsible by the Agency and the contract may be, at the Agency's discretion, not awarded or terminated.

7.0 Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the Agency executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

7.1 The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

7.2 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

7.3 The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 3 Business Preference Explanation
(Attachment D-1)

- 7.4 The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- 7.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- 7.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Action (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 8.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the "efforts" his/her firm will formally commit to implement if he/she is awarded a contract:
- 8.1 Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 8.2 Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 8.3 Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 8.4 Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing

Section 3 Business Preference Explanation
(Attachment D-1)

development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

- 8.5 Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 8.6 Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 8.7 Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 8.8 Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 8.9 Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 8.10 Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 8.11 Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or contractor's training and employment positions.
- 8.12 Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or contractor's training and employment positions.
- 8.13 Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

Section 3 Business Preference Explanation
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- 8.14 Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.
 - 8.15 For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
 - 8.16 Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
 - 8.17 Undertaking job counseling, education and related programs in association with local educational institutions.
 - 8.18 Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
 - 8.19 After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
 - 8.20 Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 9.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:
- 9.1 Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
 - 9.2 In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
 - 9.3 Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids for contracts for work in connection with section 3 covered assistance.
 - 9.4 Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information,

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(Attachment D-1)

- in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.
- 9.5 For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
 - 9.6 Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitation.
 - 9.7 Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
 - 9.8 Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
 - 9.9 Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
 - 9.10 Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
 - 9.11 Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
 - 9.12 Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
 - 9.13 Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
 - 9.14 Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
 - 9.15 Developing a list of eligible section 3 business concerns.
 - 9.16 For the Agency, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
 - 9.17 Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
 - 9.18 Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

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(Attachment D-1)

- 9.19 Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 9.20 Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 9.21 Actively supporting joint ventures with section 3 business concerns.
- 9.22 Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

Instructions to Offerors

Non-Construction

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

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 counter offer 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.

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued, which this document is Attachment F thereto.

Certifications and Representations of Offerors

Non-Construction Contract

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:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:
-

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of
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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
 - (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.
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SOW Agreement
(Attachment H)



The Milledgeville Housing Authority, GA

SCOPE OF WORK AGREEMENT

FINANCIAL COMPLIANCE AND AUDITING SERVICES
[RFP-2020-02]

If you agree to the requirements of the outlined Scope of Work below, please sign and date this document which will be considered in your proposal by Milledgeville Housing Authority for Financial Compliance and Auditing Services.

Please submit this completed Agreement with the requested 1 original proposal and 1 PDF (cd, usb, or email) to:

Milledgeville Housing Authority
Attn: Shonda Joyner
545 West Martin Luther King Dr.
Milledgeville, GA 31061

Client

Services Provider

Full Name

Full Name

Title

Title

Signature

Signature

Date

Date

2.0 Scope of Work

MHA and its affiliates are seeking proposals from qualified, licensed and bonded entities with demonstrated professional competence and experience to conduct Financial Compliance and to provide detailed auditing services. Audits performed by award of the RFP shall be performed in accordance with Generally Accepted Auditing Standards (GAAS), and will additionally require testing and study of internal accounting controls. The successful Proposer will be required to certify that each and every audit is performed in accordance with all applicable federal and state laws and regulations, and in accordance with Generally Accepted Auditing Principles (GAAP) and in accordance with HUD guidelines, where applicable.

The selected auditor shall provide the following services:

- Perform a financial and compliance audit of the MHA and all of its affiliates, regardless of Federal and other funding sources, under the Single Audit Act of 1982, the single Audit Act Amendments of 1996 and as defined with **Title 2 CFR 200**, and any applicable requirement of individual programs or grantees.

General Responsibility

As defined in Uniform Guidance contained in Title 2 CFR 200

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Audit Reports

MHA and its component units require annual audits. Program audits and Components are based on the fiscal year, beginning October 1 - September 30. Discrete Component units are based on the calendar year, beginning January 1 - December 31. The auditor will be required to perform work during the fiscal year and not wait until the end of the fiscal year in order to have completed audit reports timely. Once completed, the successful Proposer will be required to submit to MHA a total of 10 copies of the Single Audit report.

<u>Site Name</u>	<u>Units</u>	<u>End of Field</u>	<u>Draft Due</u>	<u>Final Report</u>
Public Housing - Graham Homes	167	09-30-2019	11-29-2019	12-29-2019
Elite Choice Property 501(c)(3)	149	09-30-2019	11-29-2019	12-29-2019
Future's Bright 501(c)(3)	000	09-30-2019	11-29-2019	12-29-2019
MHA Orchard Hill Landing GP LIHTC Corp	000	12-31-2019	02-29-2020	03-30-2020

Financial Statements

As defined in Uniform Guidance contained in Title 2 CFR 200

Internal Control

As defined in Uniform Guidance contained in Title 2 CFR 200

Compliance

As defined in Uniform Guidance contained in Title 2 CFR 200

Audit Follow-Up

As defined in Uniform Guidance contained in Title 2 CFR 200

Data Collection Form

As defined in Uniform Guidance contained in Title 2 CFR 200

Audit Reporting

As defined in Uniform Guidance contained in Title 2 CFR 200

Audit Work Papers

As defined in Uniform Guidance contained in Title 2 CFR 200

Determine MHA’s major programs

As defined in Uniform Guidance contained in Title 2 CFR 200.

Engagement Letter

The Audit Engagement Letter shall be prepared in accordance with AICPA standards. It confirms the auditor’s acceptance of the appointment and documents the agreed-upon Scope of Work and terms of the engagement and shall become a part of the ensuing contract between MHA and the selected auditor. The basic elements of the Audit Engagement Letter shall be (1) names of the parties to the contract; (2) audit schedule; and (3) reporting package and its format; and (4) the Auditor and MHA relationship regarding changes in the kind or amount of work required, and access to and ownership of audit products.

The MHA 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 using the rates specified in the agreement. If the auditor believes that a change in or addition to work beyond the General Scope of the agreement, it must notify MHA in writing within 10 days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with MHA.

The work papers prepared by the auditor during the audit are its own property. These documents shall be retained for a period of at least 3 years after issuance of the report. Copies of these work papers, if requested by MHA, HUD or any other governmental agency having jurisdiction to request such (i.e. Office of the Inspector General), are to be made available to the requesting party within 10 days of receipt of such request. All reports rendered to MHA by the auditor are the exclusive property of MHA and subject to its use and control, according to applicable laws and regulations.

Auditor’s Responsibility

The auditor is responsible for conducting the audit in accordance with GAAS and/or GAGAS. The audit includes obtaining an understanding of MHA internal controls sufficient to plan an audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide to provide assurance on internal control or to identify reportable conditions. However, the auditor is responsible for:

- Ensuring that the audit committee is aware of any reportable conditions that come to his/her attention; and
- Arrangements regarding the conduct of the engagement (i.e., timing, client assistance, availability of documents and use of specialists or internal auditors, etc); and
- Arrangements involving a predecessor auditor, fees, expense reimbursement and payable schedule; and
- Any limitation of or other arrangements regarding the liability of the auditor or MHA; and

- Any other conditions under which third parties may be granted access to the auditor work papers; and
- Provisions of services relating to regulatory requirements or other non-audit services.

Other Services To Be Provided

- The auditor must follow the PIH compliance supplement relating to the Public Housing Assessment System (PHAS).
- The auditor must perform compliance testing for the Operating Fund Calculation of Operating Subsidy.
- The auditor will be required to electronically transmit a copy of the audit report, footnotes and various attachments to the MHA in a rich text format file.
- The auditor will be required to electronically attest to the accuracy of the audit hat has been entered into the Real Estate Assessment Center (REAC) Financial Assessment System (FASPHA) by MHA within 7 months of MHA's fiscal year end (September 30). All proposed work shall include any required assistance and verification that the Auditor must provide to assist and ensure the appropriate on-time submission of the audited Financial Data Schedule to HUD.
- The auditor must file tax returns before their due date. If the auditor files later than IRS deadline and a penalty is assessed, the auditor will be responsible for the penalty and reimburse MHA.
- Additional Services deemed necessary by the MHA. These services will be provided at the rates specified in the agreement at an agreed-upon time schedule.

As required Per Uniform Guidance Title 24 CFR 85:

MHA's Responsibilities

As defined within Uniform Guidance **Title 2 CFR 200**:

As required Per Uniform Guidance Title 24 CFR 85

As required Per Statement on Auditing Standards No. 85:

- Prepare Management Representation Letter. This is MHA's written representations on financial statements under examination by the auditor. In accordance with Generally Accepted Auditing Standards (GAAS), the auditor requests this document from MHA prior to the conclusion of the audit.

Management's Responsibility

Management is responsible for PHA financial statements, establishing and maintaining effective internal control systems; identifying and ensuring that MHA complies with applicable laws and regulations; making all financial records and related information available to the auditor; adjusting the financial statements to correct material misstatements and for affirming to the auditor in the representation letter that the effects of any uncorrected misstatements aggregated by the auditor are immaterial, both

individually and in the aggregate. At the conclusion of the audit, MHA management will provide the auditor with a letter that confirms certain representations made during the audit (Management Representation Letter).

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