

**HOUSING AUTHORITY OF THE
TOWN OF HARRISON**

REQUEST FOR PROPOSALS

AUDITING SERVICES

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et seq.

PROPOSALS MUST BE SUBMITTED BY

April 2, 2020 at 12:00 PM

To:

Raymond Lucas
EXECUTIVE DIRECTOR
HARRISON HOUSING AUTHORITY
788 Harrison Avenue, Bldg. #1
Harrison, New Jersey 07029

REQUEST FOR PROPOSALS**AUDITING SERVICES**

The Housing Authority of the Town of Harrison is interested in engaging the services of Certified Public Accountants to perform the annual audit of accounts and records of its two (2) public housing developments for the fiscal year ending March 31, 2020.

Interested firms may obtain a copy of the complete Request for Proposals (RFP), including specifications, scope of services, and required documentation, from either the Housing Authority's website, www.harrisonhousing.com, under the Bid/RFP/RFQ section, or at the Housing Authority's administrative offices between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday. Please note that any prospective respondent obtaining the RFP from the website shall be responsible for ensuring they are aware of any addendums to the RFP by verifying such with the Authority's administrative offices or the Housing Authority's website prior to submission.

All proposals shall be submitted in a sealed envelope labeled appropriately (proposal title and return address) and delivered to Raymond Lucas, Executive Director, Harrison Housing Authority, 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029 **by or before April 2, 2020 at 12 noon, EST**, using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

Proposals received after this date and time for any reason shall not be considered and will be returned to the sender. All proposals shall include any and all required documentation requested therein and a failure to abide by the RFP's instructions in any way may lead to the proposal being rejected as non-responsive to this advertisement. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the receipt of proposals. The Authority reserves the right to reject any and all proposals and/or waive minor irregularities, pursuant to all applicable rules and regulations. In accordance with the criteria included in the RFP, the contract shall be awarded to the most advantageous proposal received by the Authority with cost and other factors considered.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Raymond Lucas
Executive Director
Harrison Housing Authority

1. PURPOSE

The Housing Authority of the Town of Harrison (hereinafter called "Housing Authority" or "HHA") is a public housing agency with administrative offices located at 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029, which provides quality, affordable housing to low-income families and seniors. The agency maintains various affordable housing properties in Harrison, New Jersey and supports a public housing program as administered by the United States Department of Housing and Urban Development (HUD).

In accordance with all state and federal regulations, the Housing Authority is currently accepting proposals for "Auditing Services" for the fiscal year ending March 31, 2020. It is the Housing Authority's desire to employ a duly qualified accountant or accounting firm to act as the Housing Authority's Auditor who shall perform auditing services on the Authority's books and records. All audit services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development (HUD), including the HUD Accounting Handbook, Financial Management Handbook, HUD Audit Guidelines, the Annual Contributions Contract and Asset Based Management, provided that such compliance is in the best interest of the Authority and is required by law. The Audit shall also be performed in accordance with Circular OMB A-133. As a reference, a copy of the synopsis of the Authority's audit report for the fiscal year ending March 31, 2019 is attached hereto.

All proposals shall be reviewed for completeness and shall be analyzed in accordance with the criteria contained herein. Therefore, the HHA urges all interested firms to carefully review the requirements of the RFP, including the attached Instructions to Offerors (HUD-5369-B). Failure to abide by the RFP's instructions, in any way, may lead, in the Housing Authority's sole discretion, to the rejection of the proposal as non-responsive.

2. TERMS AND CONDITIONS

All proposals shall remain valid for a period of sixty (60) calendar days after the date specified for receipt of proposals in accordance with state procurement regulations. All costs of the proposal process, interviews, contract negotiation, and related expenses, are solely the responsibility of the respondent.

The HHA reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or modify or cancel this solicitation. Proposals which appear unrealistic in terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contracts may be rejected.

Respondents are requested and advised to be as complete as possible in their response. The Housing Authority reserves the right to 1) contact any respondent to clarify their proposal; 2) contact any past/current clients of the respondent; 3) solicit information from any available source concerning any aspect of the proposal; and, 4) seek and review any other information deemed pertinent to the evaluation process.

3. SCOPE OF AUDITING SERVICES

The Scope of Auditing Services being requested will pertain to all of the Housing Authority's programs (including, but not limited to, Public Housing and Capital Fund Program) and shall be conducted in accordance with generally accepted governmental auditing standards.

The Respondent shall perform all Auditing Services required for the fiscal year ending March 31, 2020, including but not limited to the following Services:

- A) Draft and issue a comprehensive financial and compliance audit which shall include i) a complete audit of all federal, state and other awards of financial assistance received by the Housing Authority in accordance with US Office of Management and Budget (OMB) Circular A-133 entitled Audits of State and Local Governments and Non-Profit Organizations, and the A-133 Compliance Supplement or its successor pursuant to the Single Audit Act of 1984; ii) an evaluation of Authority internal financial controls over cash receipts, disbursements, fixed assets and payroll cycles as they relate to authorization, completeness, accuracy, substantiation of balances and access to assets; and iii) a review of operational efficiency and effectiveness including any recommendations for improvement;
- B) Compare financial statements between the prior and current fiscal years and implement any recommendations for the current fiscal year;
- C) Assist in all HUD Real Estate Assessment Center (REAC) reporting including certification of all required electronic reporting requirements in strict compliance with reporting deadlines;
- D) Provide continuing professional education to staff regarding audit-related activities and bookkeeping;
- E) Conduct audit entrance and exit conferences with the Executive Director and HHA staff to discuss audit approach and any subsequent findings and recommendations; and
- F) Appear before the HHA Board of Commissioners at the conclusion of the audit and present the audited financial statements and audit report to the Board and the general public.

4. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A) Must be a Certified Public Accountant (C.P.A.) licensed in the State of New Jersey who has never, at any time, been sanctioned or suspended from practice.
- B) Has experience representing Public Housing Authorities and has a clear understanding of HUD-funded programs and related federal regulations and State of New Jersey funded programs and regulations.

- C) Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.
- D) Is approvable by the United States Department of Housing and Urban Development (HUD).

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead, and signed by the owner or an executive officer of the firm. Interested firms should have at least five (5) years' experience.
- B. **Executive Summary** – Provide a brief non-technical overview of the Respondent's business including the range of services offered. Respondents should provide information reflecting how and why their services meet the HHA's needs.
- C. **Company Profile**- Provide a history of the business and resumes of key staff to be involved in all aspects of the auditing process including the names and qualifications of all training personnel. This shall include both the company's history providing general auditing services as well as its experience providing such services to public housing authorities.
- D. **Audit Service**- Describe in detail each aspect of the auditing service proposed, including the evaluation of financials, the audit report, training of staff, and implementation of recommendations for current fiscal year and beyond.
- E. **References**- Respondents are required to submit a minimum of three (3) housing authority references as well as a redacted sample audit report.
- F. **Proposed Costs**- Provide a flat fee for the performance of the services described herein and an hourly rate for any additional services outside the scope of services described herein.
- G. **Required Documentation**- Each respondent shall execute and submit the following documents as part of their formal proposal:
 - a) One (1) Original and Three (3) Copies of Proposal
 - b) HUD-5369C – Certification and Representations of Offerors
 - c) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - d) Non-Collusion Affidavit
 - e) Statement of Ownership
 - f) Affirmative Action Compliance Notice
 - g) Professional licenses and qualifications of all proposed personnel for this contract
 - h) New Jersey Business Registration Certificate

- i) Certificate of Insurance
- j) Declaration Page for Professional Liability Insurance

H. **Insurance** – Respondents shall possess the below insurance coverages. The premium cost of all insurance purchased by the Respondent for protection against risks assumed by virtue of the contract shall be borne by the Respondent and is not reimbursable by the HHA. The HHA specifically reserves the right to require the Respondent to provide certified copies of such policy or policies.

- a) Worker’s Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker’s Compensation laws;
- b) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate.
- c) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

6. SUBMISSION OF PROPOSALS

Each proposal must be received at the HHA administrative offices by **12:00 noon** on **Thursday, April 2, 2020** in a sealed envelope clearly marked and labeled on the outside referencing the applicable RFP and RFP submission date:

Name of Individual/Firm
Proposal for Auditing Services
DUE DATE: April 2, 2020 at 12:00 PM
Attn: Raymond Lucas, Executive Director
Harrison Housing Authority
788 Harrison Avenue, Bldg. #1
Harrison, New Jersey 07029

Each respondent package shall include the submission of one (1) original and three (3) copies of their proposal. No faxed, emailed, or late proposals shall be accepted.

7. DUE DILIGENCE

All procurement transactions shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, HHA shall review the proposed Respondent’s ability to perform the contract successfully, considering factors such as the Respondent’s integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Respondent), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$100,000 in total contract value). Contracts shall not be awarded

to debarred, suspended, or ineligible Respondents. HHA shall not contract with firms and/or individuals listed on *List of Parties Excluded from Federal Procurement and Non-procurement Programs*. If a prospective Respondent is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Respondent shall be advised of the reasons for the determination.

8. COMPLIANCE WITH LAW

The Respondent shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, Respondent shall further comply with the applicable Annual Contributions Contract (ACC) related to such development. To the extent such work is related to a mixed finance development, Respondent shall comply with the provisions of 24 CFR 941.208.

9. EVALUATION CRITERIA

All proposals will be reviewed in accordance with the Housing Authority's evaluation criteria, which are as follows:

A. Technical Approach

The evaluation of the proposals for this factor will be based on the Respondents' understanding and awareness of the various functions required to perform the activities and requirements of the RFP. The evaluation of the Respondent's proposal will be based upon the degree to which the Respondent has presented a quality approach to the specific dynamics of the RFP. The quality of the approach will be evaluated in terms of the Respondent's areas of staffing, proposed procedures and methodologies, the proposed work plan and schedule and the expected outcomes and deliverable as follows:

1. **Responsiveness** – Proposal clearly states the respondent understands the work to be performed including a complete understanding of all state and federal guidelines applicable to public housing agencies and has the capabilities and staff to perform such services. **(30 points)**
2. **Respondent's Experience** – This includes not only the firm's technical experience in representing other New Jersey public housing authorities and

similarly situated clients, but the individual experience of key personnel who will be conducting the services. Respondents shall be evaluated on their submission of detailed information on Respondent's experience in providing similar services to similar agencies, providing information on the Respondent's financial and audit experience. Respondents shall have a demonstrated minimum of three (3) years' experience in conducting the required services, which can be documented through the references/work experience provided. **(30 points)**

3. **Work Plan** – Respondents shall be evaluated on their overall work plan including proposed schedule, availability of key personnel, and quality and effectiveness of proposal. **(15 points)**
4. **Section 3/MBE/WBE Requirements** – Respondents shall be evaluated based on respondent's ability to help Housing Authority reach its Section 3 and MBE/WBE compliance goals. **(5 points)**

B. Fee Proposal

5. All respondents shall submit a price proposal which shall include a proposed fixed-fee for all Services to be performed under the terms and conditions of this RFP. Any such proposal shall also indicate the rates at which such fees have been calculated. **(20 points)**

Total Possible Points - 100 Points

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Town Harrison, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Executive Director of the Harrison Housing Authority, Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

_____ and/or its principals have never, at any time, been suspended,
(name of firm)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban
Development, the Department of Justice, the General Services Administration, the Internal Revenue
Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of
Labor or any other state agency or the State of New Jersey.

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of _____
(title or position) (name of firm)
the entity submitting this Proposal for _____, and that I
(type of services)

executed the said Proposal with full authority to do so that said firm has not, directly or indirectly entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements contained in
said proposal and in this affidavit are true and correct, and made with full knowledge that the Housing
Authority of the Town of Harrison relies upon the truth of the statements contained in said Proposal and
in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

STATEMENT OF OWNERSHIP

Name of Business: _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Limited Liability Company Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vender.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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/offerors 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)

- [] Black Americans [] Asian Pacific Americans
[] Hispanic Americans [] Asian Indian Americans
[] Native Americans [] 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: